



AGENDA: REGULAR SESSION

WEDNESDAY, NOVEMBER 2, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

PUBLIC COMMENT: *Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.*

DEPARTMENTS: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Eagleview Pictometry ; Zen City Renewal ; Hearings Officer IGA ; Verizon (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 10.19.2022 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair
9:30 a.m.	Planning Ordinance Updates Public Hearing – Kelly Howsley-Glover
9:40 a.m.	Youth Think Agreements – Debby Jones
9:55 a.m.	Executive Session – Pursuant to ORS 192.660 (2)(h) Consulting with legal counsel
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 2, 2022

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Eagleview Pictometry

Mr. Stone referenced the memo included in the Board Packet. He explained that this agreement is for 2 flights – one soon and then another next year sometime. The first flight will be funded by American Rescue Plan Act dollars; the second flight will be supported by County Assessment Function Funding Assistance (CAFFA) dollars. These two flights will provide a baseline for future comparisons; we will work to determine how to fund the program going forward.

Commissioner Hege asked how frequently we will need to repeat flights. Mr. Stone said it will need to be done on a regular basis, but he does not yet know the timeline. Some counties do flights annually, others every 3-5 years. Commissioner Hege said he cannot see us needing to do it annually but once we get into it, we will want to keep it going. Mr. Stone added that the first two flights cover the entire county to establish a baseline. After that, we will do sections of the county rolling through them all on a regular basis.

Commissioner Hege asked how pictometry compares to LIDAR. County Surveyor Brad Cross responded that LIDAR is an elevation tool for topography; pictometry is a visualization tool with broader, but different applications. Mr. Stone added that pictometry has uses for emergency management, planning, fire response, etc.

Commissioner Hege asked if we will still need to do LIDAR. Mr. Stone replied that we will still need to do that periodically.

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Commissioner Hege asked how accurate the pictometry is. Mr. Cross answered that it is highly accurate and can provide measurements. He explained that the size of the pixel at the highest resolution is 2"; for the more rural areas, it will be 6" – both are very high resolutions. LIDAR is different as it is a 3 dimensional image for topography.

Commissioner Hege asked if there will be public access to the data. Mr. Stone replied that there will be some public access; however, the data is very expensive to gather and we want to recoup some of those costs as we will not be the only ones using it.

Commissioner Hege noted that it is not clear in the agreement as to what the company can do with the data. Mr. Stone said that it is our data, not theirs. Commissioner Hege commented that if we do not exclusively own the data, monetizing it could be problematic.

Chair Schwartz observed that this will also support safety and efficiency for our assessors as they will not have to go out to the properties as often. She noted that we have been talking about this system for years. Vice-Chair Kramer said it is a good program that we need to move forward.

Commissioner Hege asked about the cost options for the users – do we know how many users we will need? Mr. Stone said he would have to ask the Assessor.

Chair Schwartz asked if Commissioner Hege would like to postpone a decision on this contract. Commissioner Hege said he did not think that would be necessary.

Chair Schwartz asked about citizens' privacy during fly-overs. Mr. Cross said that is a good question – people could show up in the images. Mr. Stone said he would look into that further.

Mr. Cross said that his organization is working to secure funding for these projects since counties are compelled to share some of this data with the State.

Chair Schwartz asked if other counties are already using this. Mr. Cross replied that they are; he uses it in Hood River.

{{{Vice-Chair Kramer moved to approve the State of Oregon Department of Administrative Services Contract #7539 for Pictometry International Corporation Services. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Zen City Renewal

Administrative Services Office Manager and Public Information Officer Stephanie Krell reviewed the memo included in the Board Packet. She stated that we have been working with Zen City for 10 months; regular meetings are held with them and community partners. We have run a test survey and have another survey being released on the newly acquired property. We have learned a lot but she does not believe we have used it to its fullest potential. Planning has upcoming projects they will use it for.

Ms. Krell went on to say that Zen City is offering us the same discounted rate for a 3-year renewal with an option to terminate at the end of each year. She said that Mid-Columbia Medical Center (MCMC) may be interested in cost sharing in the second quarter.

Commissioner Hege asked how likely it is that MCMC will cost share. Mr. Stone replied that it will depend on their final agreement with Adventist. He said the feedback we have received from them regarding the platform is very positive. Ms. Krell added that MCMC's marketing firm is looking at using Zen City for their other customers – they are impressed with it. Mr. Stone said he is looking forward to Planning utilizing the platform. He stated that he is in support of the renewal.

Commissioner Hege said that he thinks it is good but he wants to see us get full value from it. Chair Schwartz added that we need to be more focused rather than just the general information. Ms. Krell responded that we have been testing the platform and are heading to more focused content.

{{{Commissioner Hege moved to approve the Zen City Order Form Addendum renewing services for 3 years. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Hearings Officer IGA

Planning Director Kelly Howsley-Glover explained that we have been in discussions for years to move our planning appeals to a hearings examiner. That will help protect us in the event of litigation as the hearings official is typically an attorney. The Lane County Council of Governments is building a good program and the Hearings Officer we will be using has been doing this for 10 years. It will also add efficiency to our appeals process.

Vice-Chair Kramer asked if this is hourly with no retainer. Ms. Howsley-Glover replied affirmatively.

Commissioner Hege asked if these hearings are all virtual. Ms. Howsley-Glover stated that they are all virtual which means no travel is needed.

Commissioner Hege asked what will be the anticipated use. Ms. Howsley-Glover responded that we have about 5 appeals a year at 10 hours each. She said we also may use it for Code Compliance cases with an estimated 2 cases per year.

Commissioner Hege asked how this protects us from litigation. Ms. Howsley-Glover answered that it secures procedure and virtually eliminates procedural errors. Commissioner Hege commented that we could still be sued. Ms. Howsley-Glover concurred.

Chair Schwartz asked what this means in terms of the Board. Ms. Howsley-Glover stated that the Board will still be the appeals body prior to an appeal going to the State; the Hearings Officer takes on the appeal at the Planning Commission level.

{{{Commissioner Hege moved to approve the Intergovernmental Agreement between Lane County and Wasco County for Hearings Official services. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Planning Ordinance Updates: Public Hearing

At 9:30 a.m. Chair Schwartz recessed from the Regular Session to open a Public Hearing regarding updates to the Wasco Land Use and Development Ordinance. She explained the process for the hearing and asked Commissioners if there was anyone who wished to disqualify themselves for any personal or financial interest in this matter – there were none. Chair Schwartz asked staff to present.

Planning Director Kelly Howsley-Glover explained that the only change since the October 19th hearing was the addition of the definition of “family” in the F2 Zone as directed by the Board.

Commissioner Hege commented on the complexity of the Land Use and Development Ordinance (LUDO) which makes it difficult for citizens to navigate. He said that the one-page summaries help, but it is still complicated. Vice-Chair Kramer said that is a good point and the Board needs to message to citizens in unison. He suggested the Board discuss this further during Commission Call. Commissioner Hege agreed saying that Planning is trying to open things up to more opportunity; it is important for citizens to know what parts of the LUDO are integrating State rules.

Commissioner Hege asked a number of questions on specific portions of the LUDO regarding their association with State regulations. He asked if some of the

things listed as excluded in agritourism are allowed sometimes. Ms. Howsley-Glover replied that it depends on the zone – sometimes in some zones. That is why we have a professional staff to assist citizens in determining what is permissible.

Commissioner Hege asked about the roof eaves not being included in the footprint as they can be a significant amount of square footage. Ms. Howsley-Glover said she appreciates that perspective; staff labored over this question and determined to follow what was stated in the National Scenic Area LUDO for consistency. In most cases it is beneficial to citizens.

Chair Schwartz agreed that that LUDO is a very complex document. She pointed out that the Planning website is incredibly helpful in guiding use and application of the regulations.

Vice-Chair Kramer asked why we are declaring an emergency in the passage of this Ordinance. Ms. Howsley-Glover explained that the normal process for an Ordinance is for it to be effective 90 days after passage. The emergency declaration recognizes the urgency around having time, place and manner regulations in place by January 1st in anticipation of psilocybin permit applications.

Chair Schwartz opened the floor to public comment. Community Planning & Liaison Officer Kimberly Peacher said she has been working with Ms. Howsley-Glover and her staff for early coordination with the military. She said it has been a very proactive process; Wasco County is the first in the state to take these steps.

Commissioner Hege asked if Ms. Peacher is representing all sectors of the military. Ms. Peacher replied that she is a civilian working for the Navy but is representing all branches of the armed services throughout Washington and Oregon.

Chair Schwartz closed the public hearing at 9:50 a.m.

{{Vice-Chair Kramer moved to approve Ordinance 22-004 in the matter of the Wasco County Planning Commission's request to approve proposed legislative amendments to update the Wasco County Land Use and Development Ordinance, the Wasco County Comprehensive Plan and Wasco County Comprehensive Plan zoning map; and declaring an emergency necessary for the public health, safety and general welfare of our citizens. Commissioner Hege seconded the motion which passed

unanimously.}}}

Chair Schwartz opened the floor to public comment. There was none.

Agenda Item – Youth Think Agreements

ACTON MANAGEMENT PERSONAL SERVICES CONTRACT

Prevention Coordinator Debby Jones said that this is a continuation of an agreement. Ms. Ferguson helps is with our website and social media presence.

PROFESSIONAL SERVICES CONTRACT

Ms. Jones said this is a continuation of a contract for another year.

COMPREHENSIVE FAMILY SERVICES CONTRACT

Ms. Jones said this is another continuation for the What's Strong With You program at the middle school. This is supported by a federal grant; the cost is increasing as the consultant is able to spend more time on it now.

NORC LETTER OF AGREEMENT

Ms. Jones explained that this is also supported by a federal grant. NORC helps with evidenced-based programs. They train for screening and referral to treatment as well as professional consultants on the Teen Intervene program. Several community partners have been trained through this program. She said she hopes to merge this effort with Law Enforcement to get youth help early.

YOUTH THINK PROPOSAL FOR NEEDS ASSESSMENT

Ms. Jones explained that recent participation in a needs assessment through the Community Care Organization highlighted a gap in our programs in that we have never had a strategic youth assessment. The Youth Think Board considered this carefully as it is expensive. This will be a comprehensive assessment with focus groups and collaboration with partner organizations. The main focus will be The Dalles but will also include Mosier, Maupin and Dufur. We want to hear all voices and work with our partners to be more comprehensive.

{{{Vice-Chair Kramer moved to approve the Act On Marketing Management Contract between Wasco County and Leah Ferguson. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve the Marketing Personal Services Contract between Wasco County and Iteration Evaluation. Vice-Chair

Kramer seconded the motion which passed unanimously.}}

{{Vice-Chair Kramer moved to approve the contract between Wasco County and Comprehensive Family Services. Commissioner Hege seconded the motion which passed unanimously.}}

{{Commissioner Hege moved to approve the Letter of Agreement between Wasco County and the National Opinion Research Center at the University of Chicago. Vice-Chair Kramer seconded the motion which passed unanimously.}}

{{Vice-Chair Kramer moved to approve the proposal from Collaborate Consulting for Phase One of a Youth Needs Assessment. Commissioner Hege seconded the motion which passed unanimously.}}

Consent Agenda – 10.19.2021 Minutes

{{Vice-Chair Kramer moved to approve the Consent Agenda. Commissioner Hege seconded the motion which passed unanimously.}}

At 10:05 a.m. Chair Schwartz called a recess.

The Session reconvened at 10:10 a.m.

Agenda Item – Executive Session

At 10:10 Chair Schwartz recessed from the Regular Session to open an Executive Session pursuant to ORS 192.660 to consult with legal counsel. She explained the process for the Executive Session and cautioned the media to not report on anything discussed in executive session except the purpose of the session as previously stated. Vice-Chair Kramer cautioned members of the media to secure any notes they might take during Executive Session.

At 11:06 a.m. the Regular Session reconvened.

Commission Call

Commissioner Kramer said he will be attending the AOC Fall Conference on Wednesday and Thursday the week of November 14th. Regarding the consistent messaging to citizens, he said that what he has been doing when a citizen calls is encourage them to make appointments with our subject matter experts to work through their questions and issues. He tells them that we are working to get to “yes” but they need to work with us to accomplish that. He said he sees the Commissioners as facilitators to make those conversations happen.

Commissioner Hege said he attended the broadband conference in Ashland where there was a lot of discussion around the availability of funding. Qlife continues to work to get broadband deployed as widely as possible. Right now, there is a lot of work around rules that will allow us to use the funding effectively. He added that they are exploring the possibility of a co-op with utility providers because they already have infrastructure in place that could support broadband expansion.

Commissioner Hege said he attended a recent NORCOR Board meeting as Wasco County's alternate representative. All board members are leaving at the end of the year save one. They are asking that each county determine who will be their representative in the new year so they can get up to speed on current issues. He said he thinks it would be a good idea to discuss all of the Commissioner appointments at the next session.

Chair Schwartz adjourned the meeting at 11:19 a.m. noting that the next Board session will be December 7th.

Summary of Actions

MOTIONS

- **To approve the State of Oregon Department of Administrative Services Contract #7539 for Pictometry International Corporation Services.**
- **To approve the Zen City Order Form Addendum renewing services for 3 years.**
- **To approve the Intergovernmental Agreement between Lane County and Wasco County for Hearings Official services.**
- **To approve the Consent Agenda – 10.19.2022 Minutes.**
- **To approve Ordinance 22-004 in the matter of the Wasco County Planning Commission's request to approve proposed legislative amendments to update the Wasco County Land Use and Development Ordinance, the Wasco County Comprehensive Plan and Wasco County Comprehensive Plan zoning map; and declaring an emergency necessary for the public health, safety and general welfare of our citizens.**
- **To approve the Act On Marketing Management Contract between Wasco County and Leah Ferguson.**
- **To approve the Act On Marketing Personal Services Contract between Wasco County and Iteration Evaluation.**
- **To approve the contract between Wasco County and Comprehensive**

Family Services.

- **To approve the Letter of Agreement between Wasco County and the National Opinion Research Center at the University of Chicago.**
- **To approve the proposal from Collaborate Consulting for Phase One of a Youth Needs Assessment.**

Wasco County
Board of Commissioners



Kathleen B. Schwartz, Commission Chair



Steven D. Kramer, Vice-Chair



Scott C. Hege, County Commissioner



DISCUSSION LIST

[EAGLEVIEW PICTOMETRY](#) – Jill Amery

[ZEN CITY RENEWAL](#) – Stephanie Krell

[HEARINGS OFFICER IGA](#) – Kelly Howsley-Glover



DISCUSSION ITEM

Eagleview Pictometry

[STAFF MEMO](#)

[MASTER AGREEMENT](#)

[AMENDMENT TO MASTER AGREEMENT](#)

[WASCO COUNTY PICTOMETRY AGREEMENT](#)

[ESSENTIALS & COMMUNITY DELIVERABLES](#)

[ESSENTIALS & PROPERTY DELIVERABLES](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Eagleview (formerly Pictometry) Purchase

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 10/25/2022

BACKGROUND INFORMATION:

The department of Assessment & Tax is responsible for property valuation. Historically statute required all Oregon Counties to perform a 6 year reappraisal cycle. In the 1980's counties could not maintain Real Market Values, minimum service levels or the mandated six year appraisal cycle at that time. The property tax system was in jeopardy of disintegration. House Bill 2338 was enacted, creating a funding mechanism in 1989 to provide additional funding for A & T programs. This CAFFA, (**County Assessment Function Funding Assistance Program**) granting mechanism has fallen short in shoring up A & T departments to adequately carry out their statutory duties. Counties still to this day have difficulty performing current reappraisal and valuation work. This is a statewide issue. Wasco County is one of such counties having no reappraisal cycle and instead capturing new construction and changes through building permit issuance. I inherited a program that had not performed reappraisal in 20 to 25 years.

Fast forward to current times, we began tackling reappraisal in 2017 for the 1/1/2018 tax year. It is a big lift to visit every property in our vast and rural landscape of Wasco County with the limited staffing of smaller rural counties. We along with our neighboring counties have been understaffed as well as staffed with inexperienced appraisers. That is not the case for Wasco County now. For the first time in my tenure with Wasco County the appraisal team is fully staffed and they are making good strides to acquire the skills and knowledge needed to perform the work. Appraisal work has a 2 to 5 year learning curve. With the availability of technology today, site valuation becomes more attainable. Eagleview meets the International Association of Assessing Officers requirements for performing site valuations from our desktops. This new efficiency will increase the rate at which valuation can be performed. In some cases access will be improved and staff will remain safe from potential on site hazards. Once we update all property records, subsequent years become less daunting with an application called a change finder. As we acquire additional flights this application will highlight any improvement footprint changes. This will allow us to capture real market

value adjustments real time, not lag due to physical on-site inspections, lack of access or rely solely upon building permits which are not always acquired for changes.

It will still take years to update each of the more than 17,000 real property accounts in Wasco County. However, once we have updated all properties we will be able to maintain up to date property records. This puts Wasco County in a better position to discover more timely changes to the tax roll directly affecting our real market values reported on the roll.

I have highlighted the benefits for the Assessment & Tax program. Looking beyond the benefits of A & T, this product can provide information for other departments and community partners as well. A few examples would be public safety can now see ingress and egress on properties, view structures on properties and have an oblique view (allows a 3D type view of sidewalls) of the property in place of an ortho view (straight down) view of those improvements. Public works can view roads with improved resolution. We will bring our internal departments on board during our first data capture. We will continue to work through what model will work for our community partners in sharing the data and cost as we move forward with additional flights.

The contract before you wraps two flights into the agreement. The first flight will be a leaf off winter flight sometime this December or January, weather permitting. The second flight will follow two to three years later for a late summer leaf on, crop in the field flight to assist in field audit of specially assessed lands.

Flight one is \$160,378.00, flight two is \$146,678.00 for a total of \$307,056.00. The management team committed \$250,000 of ARPA funding to acquire this technology. This leaves a balance of \$57,056. I requested capital improvement dollars in our 2022-23 CAFFA Grant for technology improvements to purchase Eagleview and was approved for \$71,528 towards the purchase. The purchase is under the state purchasing agreement as included in your documents.

Thank you for considering the investment in this technology.

Master Services Agreement #7539

This Master Services Agreement ("MSA") is between the State of Oregon ("State") acting by and through its Department of Administrative Services ("DAS") on behalf of the Office of the Chief Information Officer, Geospatial Enterprise Office ("GEO"), other state agencies and members of the Oregon Cooperative Purchasing Program ("Authorized Purchasers") and Pictometry International Corp. ("Contractor") for oblique aerial imagery products and services.

Recitals

A. DAS desires to engage Contractor through this MSA to make available to DAS, GEO and other Authorized Purchasers certain oblique aerial imagery products and services, as described on Exhibit A ("Products" and "Services").

B. On or about May 8, 2017, DAS issued Special Procurement Notice # DASPS-2767-17 to provide authority to directly award contracts to Contractor and other providers of the Products and Services.

C. Contractor desires to provide the Products and perform the Services for DAS, agencies of the State of Oregon that are subject to DAS procurement authority according to ORS 279A.050 and 279A.140 and that are authorized to use this MSA through a delegation of authority according to OAR 125-246-0170 ("Authorized Agencies"), and any non-Authorized Agency participant in the Oregon Cooperative Purchasing Program operated by DAS ("ORCPP Member"), pursuant to the terms of this MSA. DAS, Authorized Agencies and ORCPP Members are collectively referred to as "Authorized Purchasers."

Agreement

DAS and Contractor agree as follows:

Part 1: MSA Specific Terms

1. Purpose of MSA. This MSA establishes terms and conditions applicable to Contractor and DAS in connection with the Products and Services, including but not limited to:

- 1.1.** the form of the purchase order ("PO") to be used by Authorized Agencies and Contractor to enter into contracts for Products, Services or both (such contracts being hereinafter "Contracts");
- 1.2.** the terms and conditions applicable to Contracts;
- 1.3.** the process through which Contracts will be created; and
- 1.4.** the pricing applicable to Contracts.

Authorized Agencies and Contractor will enter into binding and enforceable contracts for Products or Services or both by issuing POs, substantially in the form attached hereto as Exhibit B. Other Authorized Purchasers may enter into Contracts using POs substantially

in the form of Exhibit B, but are not required to do so and may use forms or other ordering instruments as agreed upon by the Authorized Purchaser and Contractor.

Each Contract will specify the Products or Services to be provided.

GEO may access and use all or any portion of imagery made available to any other Authorized Purchaser pursuant to this MSA.

2. Effective Date and Term. This MSA is effective on the date the MSA has been executed by DAS and Contractor, and has been approved as required by applicable law ("Effective Date"). Unless terminated or extended, this MSA expires on June 30, 2019 ("Initial Term"). DAS and Contractor may extend this MSA by written agreement (Initial Term and extensions are collectively referred to as "MSA term"). MSA expiration or termination does not extinguish or prejudice any right to enforce this MSA with respect to any breach or any default under the MSA or any Contract prior to its respective expiration or termination.

3. MSA Documents. This MSA includes the MSA and its exhibits which are attached and incorporated by reference. If a conflict, inconsistency or ambiguity exists among any portion of this MSA and any other documents, then the issue must be interpreted in the following order of precedence:

3.1. This MSA less all exhibits;

3.2. Exhibit A, Description of Products and Services; Pricing;

3.3. Exhibit C, DAS Volume Sales Report Template - Data Requirement, Format and Layout;

3.4. Exhibit B, Purchase Order Form; and

3.5. Exhibits D-1 (Pictometry Delivered Content Terms and Conditions of Use), D-2 (Pictometry Online Services General Terms and Conditions), D-3 (Pictometry Software License Agreement) and D-4 (Pictometry Web Visualization Offering Terms and Conditions) or any other Contractor terms and conditions.

4. Pricing Changes. Contractor shall keep pricing specified in Exhibit A fixed for the Initial Term. Thereafter, DAS and Contractor may adjust pricing no more than once annually by MSA amendment. Contractor shall submit all pricing increase requests to DAS in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of the Services. Pricing changes will apply to Contracts and amendments to Contracts entered on and after the effective date of the pricing change.

5. Non-exclusive MSA; Contractor Selection. This MSA is not exclusive. Each Authorized Purchaser retains the right to contract for Products or Services or both through any selection process authorized by law, or to perform the Services itself. Neither DAS

nor any other Authorized Purchaser guarantees that any specific number of Contracts will be entered or that any specific amount of Products or Services will be required.

In the event DAS awards more than one Master Services Agreement, Authorized Purchaser must conduct a best value comparison process to select the contractor for award based upon various factors, including: cost, Product or Services availability, time of performance, or other factors. Authorized Purchaser shall issue a request for quote to all Master Services Agreement holders detailing the Product or Service need and evaluation criteria, including: Product or Service availability, time for delivery or performance, costs, and any other factors. Authorized Purchaser shall award the Contract to the contractor with the offer that is in the best interest of Authorized Purchaser. Authorized Purchaser's determination is final.

6. Signed Contract Required for Products or Services.

6.1 Contract. DAS and Authorized Agencies must use a PO in a form substantially similar to the form attached as Exhibit B. ORCPP Members may use their own form as agreed upon with Contractor. Each Contract shall include by reference the Contract Specific Terms and Conditions set forth in Part 2 of this MSA.

6.2. Contract Rejection. Contractor shall reject Contracts that do not comply with this section 6. Contractor also shall reject Contracts that are not from Authorized Purchasers. Contractor may verify ORCPP Members at:

<http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

6.3. Contract Creation. Each fully executed Contract creates a separate contract between Authorized Purchaser and Contractor that is enforceable according to its terms and is independent of all other executed Contracts. Each Contract consists only of the terms specified for Contracts in this MSA and no other terms, regardless of source. DAS and GEO are intended beneficiaries under each Contract between Authorized Purchasers and Contractor. DAS is not obligated or liable to Contractor under any Contract unless DAS is purchasing the Products or Services as the Authorized Purchaser.

6.4. Authorized Purchasers' Liability under Contracts. Contractor shall look solely to the Authorized Purchaser for any rights and remedies Contractor may have at law or in equity arising under any Contract between Contractor and the Authorized Purchaser. Contractor acknowledges and agrees that DAS is not liable to Contractor under any Contract entered into between Contractor and an Authorized Agency or an ORCPP Member unless DAS is purchasing the Services as the Authorized Purchaser.

7. Products and Services; Descriptions and Pricing.

7.1. Products and Services. Attached hereto as Exhibit A are the descriptions of the Products and Services available to Authorized Purchasers pursuant to this MSA, including the corresponding prices at which they are available and references to the corresponding license terms and conditions applicable to specific Products or

Services. All pricing of the Products and Services listed on Exhibit A applicable to a Contract will be determined in accordance with Exhibit A.

7.2. License Terms. Attached hereto as Exhibits D-1, D-2, D-3 and D-4 are the individual license terms that apply to the specific Products and Services available to Authorized Purchasers pursuant to this MSA (collectively, the "License Terms"). References in the Product Descriptions set forth on Exhibit A indicate which specific License Terms apply to which Products and Services. Provisions in the License Terms dealing with choice of law and forum for dispute resolution do not apply to Contracts entered into pursuant to this MSA.

7.3. Ongoing Services, Maintenance and Support. Additionally and as applicable, Contractor shall, at no additional charge to DAS, GEO or Authorized Purchaser (i) maintain software provided to each Authorized Purchaser for the respective period specified in the relevant Description of Products and Services or one year from the date of the applicable Contract, whichever is longer, (ii) maintain the online services provided pursuant to any Contract (including upgrades made generally available by Contractor to Contractor's customers) without additional charge) for the period for which the Authorized Purchaser has purchased and paid the required fee for such online services pursuant to the Contract. Contractor also shall inform Authorized Purchaser of the availability of enhancements of the Products or Services for which a separate license fee and license agreement are required. If an enhancement is licensed by Authorized Purchaser under an amendment to this Contract, this Contract will apply to such enhancement and additional fees may apply for such licensed Enhancement.

7.4. Product and Service Specifications. In its provision of the Products and Services, Contractor shall meet the specifications set forth in this MSA, including those set forth in Exhibits D-1 (Pictometry Delivered Content Terms and Conditions of Use), D-2 (Pictometry Online Services General Terms and Conditions), D-3 (Pictometry Software License Agreement) or D-4 (Pictometry Web Visualization Offering Terms and Conditions).

8. Volume Sales Report and Vendor Collected Administrative Fee.

8.1. Volume Sales Report ("VSR").

8.1.1. Contractor shall submit a VSR to DAS no later than thirty (30) Calendar days following the end of each calendar quarter through the MSA term ("Calendar Quarter"). The first Calendar Quarter begins on the Effective Date, and each subsequent Calendar Quarter begins the day following the end of the immediately preceding Calendar Quarter. Each Calendar Quarter ends on the earliest date of the following to occur after the beginning of the Calendar Quarter: March 31, June 30, September 30, or December 31.

Contractor shall include the following information in each VSR:

- Complete and accurate details of all payments received from Authorized Purchasers pursuant to Contracts, less any credits given or refunds issued, during the Calendar Quarter;
- All information requested in Exhibit C, DAS Volume Sales Report Template - Data Requirement, Format and Layout; and
- All other information that DAS may reasonably request.

If Contractor did not receive any payments from Authorized Purchasers pursuant to Contracts during the Calendar Quarter Contractor shall deliver a VSR to DAS within the timeframe specified in this subsection 8.1.1 that specifies no payments were received from Authorized Purchasers pursuant to Contracts during the Calendar Quarter covered by the report.

8.1.2. Data Medium and Delivery Medium. Contractor shall deliver VSRs in MS Excel (.xls) format to DAS by e-mail. DAS will not accept hard copies of VSRs. DAS will accept VSRs on CDs, jump drives or other mutually acceptable portable data storage media only if the size of the electronic VSR file prohibits transmission of the VSR to DAS by e-mail. DAS, through its MSA Administrator, may waive some or all of these requirements in writing.

8.1.3. Receipt/Acceptance. Contractor shall deliver the first VSR required under this MSA to the DAS Contract Administrator for review and approval. Upon approval, Contractor shall deliver this first VSR and all subsequent VSRs to VCAF.REPORTING@oregon.gov. DAS may challenge or dispute the validity of any VSR at any time during the term of this MSA.

DAS may terminate this MSA pursuant to section 12.3 if Contractor fails to deliver a VSR according to this section 8.1.

8.2. Vendor Collected Administrative Fee ("VCAF").

8.2.1. Contractor shall remit to DAS a VCAF in the amount of one percent (1%) of all payments received from Authorized Purchasers pursuant to Contracts, less any credits given or refunds issued, during each Calendar Quarter. Contractor shall not reflect the VCAF as a separate line item charge to Authorized Purchasers.

8.2.2. DAS will deliver an invoice the Contractor for the VCAF based on the information in each VSR.

8.2.3. Contractor shall remit each VCAF payment to DAS by check within sixty (60) Calendar Days following the end of each Calendar Quarter to:

State of Oregon
Department of Administrative Services
Attn: Shared Financial Services/PS
155 Cottage Street NE
Salem, Oregon 97301

DAS will not accept any other form of payment unless specifically approved by the DAS MSA Administrator.

8.2.4. Any VCAF payments Contractor makes or causes to be made to DAS after the payment due date shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until Contractor pays the overdue amount in full. DAS' right to interest on late payments does not preclude DAS from exercising any of its other rights or remedies pursuant to this MSA or otherwise with regards to Contractor's failure to make timely payment.

8.2.5. Contractor shall maintain all financial records under this MSA in accordance with generally accepted accounting principles, and all other records in such a manner as to clearly document Contractor's performance. Upon reasonable notice and during Contractor's customary business hours, Contractor shall permit DAS and any person authorized by DAS, to perform examinations and audits and make excerpts and transcripts of Contractor's records related to this MSA and Contracts to determine and verify the figures reported in any VSR. If any audit reveals VCAF underpayment, Contractor shall immediately pay the amount of underpayment, together with all applicable interest at the rate specified in section 8.2.5. At DAS' request, Contractor shall pay the reasonable cost of any audit that reveals a VCAF underpayment exists, as determined by DAS.

Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this MSA, or until the conclusion of any audit, controversy, or litigation arising out of or related to this MSA, whichever date is later

9. Representations and Warranties: Contractor represents and warrants to DAS that:

9.1. Contractor is not an "officer," "employee," or "agent" of DAS, as those terms are used in ORS 30.265;

9.2. Contractor fully understands and will perform its obligations under this MSA;

9.3. Contractor is qualified to do business in the State of Oregon and will remain qualified throughout the MSA term;

9.4. Contractor is not in arrears in the payment of any monies due and owing the State of Oregon, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and will not become so during the MSA;

9.5. Contractor will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this MSA;

9.6. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;

9.7. Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract;

9.8. Contractor represents and warrants that with respect to Contractor employees providing services under this Contract, Contractor withholds applicable income taxes from the pay of such employees; Contractor pays workers' compensation insurance premiums arising from the employment of such employees; Contractor makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments); and that Contractor provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits;

9.9. Contractor possesses and will maintain at its own expense all required licenses, certifications and permits necessary to deliver Services under this MSA and all Contracts;

9.10. Contractor has the power and authority to enter into and perform this MSA and each Contract;

9.11. This MSA, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.12. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors provide the Products and perform the Services described in this MSA in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Products and Services and Contractor shall, at all times during the term of this MSA and any Contract, be qualified, professionally competent, and duly licensed to provide the Products and perform the Services;

9.13. The Products and Services are free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this MSA or a Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Products or Services expressly permitted by the terms and conditions by the license under which it was provided: and

9.14. When used as authorized by this MSA and the applicable Contract, no Products or Services infringe, nor will Authorized Purchaser's use, of such Products or Services in accordance with this MSA, applicable Contract or the License Terms, infringe any copyright, patent, trade secret or other proprietary right of any third party.

The warranties set forth in this section 9 are in addition to, and not in lieu of, any other warranties provided in this MSA or in the applicable Contract.

10. MSA Default. Contractor is in default of this MSA if:

10.1. Contractor fails to honor pricing at or lower than the pricing specified in Exhibit A; or

10.2. Contractor violates or fails to perform any covenant, representation, warranty, obligation or certification under this MSA.

Before Contractor can be found in default of this MSA, DAS shall first deliver a notice of default to Contractor. The notice must describe the specific nature of the default, cite the specific provisions of this MSA that have been violated, indicate whether the default can be cured, and specify the time period in which the default must be cured, if cure is permitted.

11. Remedies for Default. If Contractor is in default under section 10, DAS may, at its option, pursue any or all remedies available to it under this MSA and at law or in equity, including without limitation, termination of this MSA pursuant to section 12 or pursuing a claim for damages, or both.

12. Termination.

12.1. Mutual Termination. The parties may terminate this MSA upon the date specified in written agreement.

12.2. DAS' Right to Terminate. DAS may, at its sole discretion, terminate this MSA as follows:

12.2.1. DAS may terminate this MSA upon thirty (30) calendar days' prior written notice to Contractor or any later date as specified in the written notice; or

12.2.2. DAS may terminate this MSA immediately if federal or state laws, regulations or guidelines are modified in such a way that would prohibit any party's performance under this MSA.

12.3. DAS' Right to Terminate for Cause. In addition to any other rights and remedies DAS may have under this MSA, DAS may terminate this MSA, in whole or in part, immediately upon Contractor being found in default under section 10.

12.4. Effect of MSA Termination or Expiration. Upon termination or expiration of this MSA, Contractor shall continue to provide the Products or Services and meet its obligations under all effective Contracts issued prior to MSA termination or expiration, unless such Contract is otherwise terminated pursuant to its terms. The termination or expiration of this MSA will be without prejudice to the rights of the parties accrued up to the date of such termination or expiration.

13. Indemnity and Insurance.

13.1 Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and DAS, and their officers and employees from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever, including personal injury, death, damage to real property and damage to tangible or intangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this MSA or any Contract including:

13.1.1. Any claim that Contractor, a subcontractor, or Contractor's staff or a subcontractor's staff are employees of the State or Authorized Purchaser for any reason; and

13.1.2. Any claim that the Products or Services provided to an Authorized Purchaser pursuant to this MSA or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; and

13.1.3 Any claim against the State or Authorized Purchaser, which, if true, would constitute a breach by Contractor of any of the representations, warranties, or covenants set forth in this MSA.

Without limiting the generality of the foregoing, Contractor will have no obligation to indemnify the State of Oregon or DAS from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of DAS, Authorized Purchasers or its or their officers, employees or agents.

13.2. DAS or GEO Indemnity. DAS' or GEO's liabilities or obligations to indemnify Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

13.3 Insurance. Contractor, at its sole cost, shall obtain and maintain the following minimum insurance coverages.

13.3.1. Workers' Compensation & Employers' Liability. All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Contract, including Employers' Liability Insurance with limits not less than

\$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

13.3.2. Professional Liability. Contractor shall provide Professional Liability insurance including the following:

A combined single limit of no less than \$1,000,000 per occurrence covering:

- Technology Errors and Omissions related to the professional services and products provided under this MSA;
- Network Security/Privacy Breach of Authorized Purchaser data;
- Coverage for regulatory fines and fees imposed against Agency due to failures in products and Services provided under this MSA, including defense cost.

Coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability. Coverage must extend to business associates and independent contractors providing professional services on behalf of or at the direction of Contractor. A primary policy or combination of a primary policy and excess policy is acceptable in order to meet the limits requirement.

13.3.3. Commercial General Liability. Contractor shall provide Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage, in each case arising out of Contractor's negligence. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

13.3.4. Automobile Liability Insurance. Contractor shall provide Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

13.3.5. Additional Insured. The Professional Liability insurance and Commercial General Liability insurance required under this MSA must include the State of Oregon, its officers and employees as Additional Insureds but only with respect to Contractor's activities to be performed under this MSA.

13.3.6. Tail Coverage. If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this MSA, for a minimum of twenty-four (24) months following the later of (i) Contractor's completion and

Authorized Purchaser's acceptance of all Services required under this MSA and any Contract, or, (ii) the expiration of all Warranty Periods provided under this MSA and any Contract.

13.3.7. Certificates and Proof of Insurance. Contractor shall provide to DAS Certificates of Insurance for all required insurance before performing any Services required under this MSA. The Certificates must list the State of Oregon and its officers and employees as a Certificate holder and as Additional Insured, specify that Contractor will pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage will be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least twenty-four (24) months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS has the right to request copies of insurance policies relating to the insurance requirements in this MSA.

13.3.8. Notice of Change or Cancellation. Contractor or its insurer must endeavor to provide at least thirty (30) Calendar Days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverages.

13.3.9. Insurance Requirement Review. Contractor agrees to periodic review of insurance requirements by DAS or GEO under this MSA and to meet updated requirements as mutually agreed upon by Contractor and DAS.

14. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this MSA, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15. Venue and Consent to Jurisdiction. Any claim, action, suit, or proceeding (collectively, "Claim") between DAS and Contractor that arises from or relates to this MSA must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS MSA HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 15. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim, or (ii) consent by the State of Oregon to the jurisdiction of any court.

16. MSA Contract Administrators. The MSA Contract Administrators for DAS and for Contractor are the individuals identified in this section 16 or any other individual identified in writing as the MSA Administrator to the other party.

DAS MSA Contract Administrator:	Contractor MSA Contract Administrator:
Kimberly Mainwaring	Pictometry International Corp.
1225 Ferry St. SE	Attn: Contract Administration – OR MSA
Salem, OR 97301	25 Methodist Hill Drive
(503) 373-0763	Rochester, NY 14623
Kimberly.Mainwaring@oregon.gov	
GEO Contract Manager:	
Cy Smith	
155 Cottage St. NE	
Salem, OR 97301	
(503)378-6066	
Cy.Smith@oregon.gov	

17. Amendment. This MSA may be amended, modified, or supplemented only by a written amendment signed by DAS and Contractor. Any amendment that provides for additional Products or Services, goods or other services may only provide for Products, Services, goods or services directly related to the scope of Products and Services, goods and services described in the Special Procurement, and no amendment will be effective until all requisite signatures and approvals are obtained. Either DAS or Contractor may request a change to this MSA, including all Exhibits hereto, by submitting a written proposal describing the desired change to the other party.

18. Integration. This MSA and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this MSA.

19. Contractor Data. Contractor shall provide all information requested below. DAS, GEO or Authorized Purchaser may report this information to the Internal Revenue Service ("IRS") under the name and taxpayer identification number provided. (See IRS 1099 for additional instructions regarding taxpayer identification numbers.) Information not matching IRS records could subject Contractor to thirty-one percent (31%) backup withholding.

Name (tax filing): Pictometry International Corp., a Delaware corporation

Address: 25 Methodist Hill Drive, Rochester, NY 14623

Citizenship: Non-resident alien ☐ Yes ☐ No

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Limited Liability Company

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Limited Partnership

Federal Tax ID#: 16-1595473 **or Social Security No.:** _____

(These numbers are requested pursuant to ORS 305.385 and OAR 150-305.100.)

Part 2: CONTRACT SPECIFIC TERMS

The following Contract Specific Terms and Conditions apply to and are incorporated into all POs or substantially similar documents authorized by the MSA ("Contracts") entered into by Contractor and any Authorized Purchaser pursuant to the MSA:

1. Contract Documents and Order of Precedence. Each Contract includes these Contract Specific Terms, including the terms set forth in Exhibits D-1, D-2, D-3, D-4 and the PO to the extent applicable. If a conflict, inconsistency or ambiguity arises in contract interpretation, the Contract must be interpreted in the following order of precedence:

- 1.1. MSA, Part 1, MSA Specific Terms;
- 1.2. MSA Part 2, Contract Specific Terms;
- 1.3. Exhibit D-1 (Pictometry Delivered Content Terms and Conditions of Use), Exhibit D-2 (Pictometry Online Services General Terms and Conditions), Exhibit D-3 (Pictometry Software License Agreement), Exhibit D-4 (Pictometry Web Visualization Offering Terms and Conditions) and other Contractor terms; and
- 1.4. Purchase Order or substantially similar documents authorized by the MSA

2. Definitions. In addition to any other terms defined elsewhere in this MSA, the following defined terms apply to each Contract:

- 2.1. **"Business Day"** means any day Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.
- 2.2. **"Calendar Day"** means any day on the Western calendar.
- 2.3. **"Contract"** means any Purchase Order ("PO") or other agreed upon ordering instrument entered into by Contractor and an Authorized Purchaser pursuant to the MSA in combination with these Contract Specific Terms, including all applicable terms incorporated by reference into these Contract Specific Terms.
- 2.4. **"Intellectual Property"** means any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right.

3. Products and Services; Performance Metrics and Service Level Guarantees.

Contractor shall provide to Authorized Purchaser the Products and Services set forth on the Contract. The Contract includes the delivery and payment schedule for the Products and Services. Contractor shall provide the Products and Services according to the terms and conditions of this Contract, including meeting the performance metrics and service level guarantees set forth in Exhibit D-1 (Pictometry Delivered Content Terms and Conditions of Use), Exhibit D-2 (Pictometry Online Services General Terms and Conditions), Exhibit D-3 (Pictometry Software License Agreement), Exhibit D-4 (Pictometry Web Visualization Offering Terms and Conditions) or specifically in this Contract.

4. Compensation, Invoices and Payment.

4.1 Authorized Purchaser will not pay Contractor any amount in excess of the amount set forth in the Contract and will not pay for any Products or Services provided before the Effective Date or after expiration or termination of the Contract.

4.2. Invoices. Contractor shall submit invoices for Products and Services in accordance with the payment schedule set forth in this Contract. Contractor shall submit invoices to Authorized Purchaser at the address specified in this Contract. Contractor shall include the MSA number and applicable Contract number on all invoices. Contractor also shall include a description of the Products and Services to which the invoice relates, applicable pricing, total amount invoiced and the address to which payment is to be remitted.

4.3. Payment. Authorized Purchaser shall pay all undisputed amounts within thirty (30) days following receipt of each invoice determined to be correct following Authorized Purchaser's review under section 4.4. Contractor may assess late payment charges only to the extent permitted by ORS 293.462.

4.4. Invoice Review / Dispute Process. Authorized Purchaser will review each invoice and will either approve payment of the amount invoiced or notify Contractor of any errors or disputed charges. Authorized Purchaser may withhold payment of any amounts that are disputed.

If an error or dispute arises concerning the amount charged in an invoice, Authorized Purchaser will notify Contractor of the disputed charge. Upon notification of dispute, Contractor shall submit to Authorized Purchaser all documentation Authorized Purchaser reasonably requests to substantiate the amount charged.

Authorized Purchaser, in its sole discretion, will determine if the supporting documentation provides sufficient substantiation for the disputed charges. If Authorized Purchaser determines that the supporting documentation is sufficient, Authorized Purchaser will notify Contractor and pay Contractor the amount charged in the invoice. If Authorized Purchaser determines the supporting documentation supports payment of an amount less than originally invoiced, Authorized Purchaser will notify Contractor of the amount Authorized Purchaser believes is due under the invoice, and Authorized Purchaser will pay the invoice in that lesser amount. Contractor reserves the right to challenge any determination by Authorized Purchaser that any portion of an invoiced amount will not be paid or any failure to pay an amount for which no determination is made within sixty (60) Calendar Days.

4.5. Taxes and Other Charges. To the extent that it is not otherwise exempt, Authorized Purchaser will pay any applicable use, excise, value-added, import/export duties or other tax or governmental charges imposed on the Products or Services. Authorized Purchaser will not pay freight, insurance or installation charges or reimburse any other expenses incurred by Contractor during the completion of the Services except as authorized in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

4.6. Funds Available and Authorized. Contractor will not be compensated for Products or Services pursuant to this Contract by any other agency or department of the State of Oregon other than the Authorized Purchaser entering into this Contract. Authorized Purchaser believes it has sufficient funds currently available and authorized for expenditure to make payments required pursuant to this Contract within Authorized Purchaser's biennial appropriation or limitation. Contractor understands and agrees that Authorized Purchaser's payments under this Contract are contingent on Authorized Purchaser receiving appropriations, limitations, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. Nothing in this Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Agency represents that it has sufficient appropriations and limitation for the current biennium to make payments under this Contract.

5. Performance, Delivery and Acceptance.

5.1. Responsibilities of Contractor. Contractor shall provide the Products and Services required to be delivered pursuant to this Contract and meet the specifications set forth in the descriptions on Exhibit A. Contractor shall cooperate with Authorized Purchaser and its designated third parties by providing access to and information regarding the Products and Services and their use.

5.2. Delivery and Review of Deliverables. Unless otherwise agreed in writing, within ten (10) Business Days following Contractor providing Authorized Purchaser with access to Authorized Purchaser's Products and Services required to be delivered pursuant to this Contract, Authorized Purchaser will review the Products and Services to determine whether they meet the Contract requirements. If Authorized Purchaser determines that the Products or Services meet the Contract requirements, Authorized Purchaser will notify Contractor of Authorized Purchaser's acceptance.

If Authorized Purchaser determines that any of Products or the Services, do not meet the Contract requirements, Authorized Purchaser will notify Contractor of Authorized Purchaser's determination and indicate Authorized Purchaser's rejection of such Products or Services. Within ten (10) Business Days following Contractor's receipt of Authorized Purchaser's rejection notice, Contractor shall determine whether such rejection is valid and, if so, indicate a course of action through which Contractor proposes to correct any deficiencies at Contractor's sole expense and the timetable for such corrective action. Authorized Purchaser will thereafter review of the revised Products or Services and notify Contractor of Authorized Purchaser's acceptance or rejection within a ten (10) Business Days following Authorized Purchaser's receipt of Contractor's revised Products or Services. This process is an iterative process. Notwithstanding anything else in this contract to the contrary, until Authorized Purchaser has accepted the Products and Services provided, Authorized Purchaser shall make no use of such Products or Services other than for evaluation to determine acceptance or rejection.

Contractor's failure to deliver Products or Services that meet the specifications set forth in the descriptions on Exhibit A after Authorized Purchaser's second review may constitute a default by Contractor, if Authorized Purchaser chooses not to allow Contractor any further attempts to revise the Products or Services. Upon such default, Contractor shall refund to Authorized Purchaser all amounts previously paid by Authorized Purchaser for the Products or Services.

5.3. Responsibilities of Authorized Purchaser. If this Contract requires Authorized Purchaser to provide any information or resources, and Authorized Purchaser fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner for a period that does not exceed ten (10) Calendar Days, Contractor's sole remedy is an extension of the applicable delivery dates resulting from such delay. If Authorized Purchaser's failure to provide such resources exceeds ten (10) Calendar Days, and Contractor can show to the reasonable satisfaction of Authorized Purchaser, that Authorized Purchaser's failure has resulted in an unavoidable delay or increase in the cost of providing the Products or Services in accordance with the original schedule, then Contractor will be entitled to recover from Authorized Purchaser the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates or recover for increased costs may be exercised only if Contractor provides Authorized Purchaser with reasonable notice of Authorized Purchaser's failure and Contractor uses commercially reasonable efforts to perform notwithstanding Authorized Purchaser's failure to perform.

6. Subcontracts; Successors and Assigns.

6.1. Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Authorized Purchaser's prior written consent.

6.2. Successors and Assigns. Contractor shall not assign or transfer any of its interest in this Contract without Authorized Purchaser's prior written consent, provided, however, that this provision does not apply to assignments or transfers of Contractor's entire interest in this Contract to any entity owning, owned by, or under common control with Contractor. This Contract is binding upon and shall inure to the benefit of Authorized Purchaser and Contractor, and their respective successors and permitted assigns.

6.3. Cooperation. Contractor understands and agrees that, as part of this Contract, Contractor may be required to work with other Authorized Purchaser contractors who may be working on this or similar projects. Authorized Purchaser and Contractor acknowledge and agree that this cooperation is essential to the mutual goal of both parties for accurate and valuable use by Authorized Purchaser. Contractor shall create and maintain a cooperative working relationship between and among Authorized Purchaser and other entities and their respective representatives involved in representing Authorized Purchaser's priorities at the federal and statewide levels, to further the interests of Authorized Purchaser to result in the

Services begin successfully completed on time and within budget; provided however, that nothing in this obligation of cooperation requires Contractor to disclose or allow disclosure of Contractor's trade secrets to third parties or to grant licenses or otherwise allow third parties to utilize Contractor's Intellectual Property in a manner that Contractor determines, in its sole discretion, to be contrary to Contractor's interests.

In the event of a conflict between contractors who must cooperate, contractors shall notify the Authorized Purchaser's contract administrator to seek a mutually acceptable resolution.

6.4. Authorized Purchaser Facilities and Networks; Access and Security.

Authorized Purchaser shall permit Contractor and Contractor personnel access to Authorized Purchaser facilities and networks, provided Contractor and Contractor personnel comply with all Authorized Purchaser security and access policies, rules, procedures, and regulations for access to Authorized Purchaser's facilities and networks.

7. Confidentiality / Non-Disclosure.

7.1. Confidential Information. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this Contract, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information of any form obtained by one party or its employees or agents in the performance of this Contract is confidential information of the other party ("Confidential Information"). The parties shall treat any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information with respect to confidentiality in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (ii) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than the discloser without the obligation of confidentiality, (v) is disclosed with the written consent of the disclosing party, or; (vi) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

7.2. Duties of Care. The recipient of Confidential Information shall hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and the recipient shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than required by law or otherwise as contemplated by this Contract or reasonably related thereto, including without limitation the use by Authorized Purchaser contractors who need to access

or use the Confidential Information for any valid business purpose, and to advise each of its employees and contractors of their obligations to keep Confidential Information confidential.

7.3. Prevention of Unauthorized Use or Disclosure. Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.

7.4. Non-disclosure. Each party agrees that, except as provided in this Contract or directed by the other, it will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.

7.5. Public Records Laws. Authorized Purchaser's obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505 and the Oregon Custody and Maintenance of Records Laws, ORS 192.005 through 192.170.

7.6. Injunctive Relief and Other Remedies. Each party acknowledges that breach of this section 7, including disclosure of any Confidential Information may give rise to irreparable injury which may be inadequately compensable in damages. Accordingly, each party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.

7.7. Publicity. Contractor agrees that it will not, without the prior written consent of Authorized Purchaser, disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Authorized Purchaser or the State of Oregon, to the extent such action implies an endorsement by Authorized Purchaser or the State of Oregon of Contractor's Products or Services.

8. Independent Contractor; Taxes and Withholding.

8.1. Contractor shall perform all Services as an independent contractor. Although Authorized Purchaser reserves the right to determine the delivery schedule for the Services to be performed and evaluate the quality of the completed performance,

Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

8.2. If Contractor is currently performing services for the State of Oregon or the federal government, Contractor, by signing this Contract, declares and certifies that:

8.2.1. Contractor's delivery of Services creates no potential or actual conflict of interest as defined by ORS 244;

8.2.2. No rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Services under this Contract;

8.2.3. If applicable, Contractor meets the specific independent contractor standards of ORS 670.600; and

8.2.4. Contractor is not an "officer," "employee," or "agent" of Authorized Purchaser as those terms are used in ORS 30.265.

8.3. Contractor is responsible for all federal or state taxes applicable to compensation or payments to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers' compensation benefits from compensation or payments to Contractor under this Contract, except as a self-employed individual.

9. Representations and Warranties.

9.1. Contractor's General Representations and Warranties. Contractor represents and warrants to Authorized Purchaser that:

9.1.1. Contractor is not an "officer," "employee," or "agent" of DAS or Authorized Purchaser, as those terms are used in ORS 30.265;

9.1.2. Contractor fully understands and will perform its obligations under this Contract and will not make any claims for, or have any rights to relief based on its claim that it misunderstood the terms of this Contract, or lacked information related to its required performance under this Contract;

9.1.3. Contractor is qualified to do business in the State of Oregon and will remain qualified throughout the Contract term;

9.1.4. Contractor is not in arrears in the payment of any monies due and owing the State of Oregon, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and will not become so during the Contract term;

9.1.5. Contractor will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this Contract.

9.1.6. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;

9.1.7. Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract;

9.1.8. Contractor represents and warrants that with respect to Contractor's employees providing services under this Contract , Contractor withholds applicable income taxes from the pay of such employees; Contractor pays workers' compensation insurance premiums arising from the employment of such employees ; Contractor makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments); and that Contractor provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits;

9.1.9. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

9.1.10. Contractor possesses and will maintain at its own expense all required licenses, certifications and permits necessary to deliver Services under this Contract;

9.1.11. Contractor has the power and authority to enter into and perform this Contract;

9.1.12. This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

9.1.13. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract according to the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to Authorized Purchaser pursuant to this Contract;

9.1.14. The Products or Services provided by Contractor to Authorized Purchaser pursuant to this Contract will materially comply with any service descriptions, specifications, standards or requirements set forth in this Contract; and

9.1.15 Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

9.2. Contractor's Representations and Warranties. Contractor represents and warrants to Authorized Purchaser that:

9.2.1. Contractor has the right and authority to grant to Authorized Purchaser the licenses specified in section 10, without violating any rights of any third party.

9.2.2. The Products and Services are free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this MSA or a Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Products or Services expressly permitted by the terms and conditions by the license under which it was provided; and

9.2.3. When used as authorized by this Contract, no Product or Service infringes, nor will Authorized Purchaser's use of such Product or Service infringe any copyright, patent, trade secret or other proprietary right of any third party.

9.3. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership, Use and License Terms.

10.1. Contractor Intellectual Property. Contractor and its licensors retain ownership of all Intellectual Property rights in the Product and Services made available pursuant to this Contract. Contractor provides Authorized Purchaser the right to use the products in accordance with the applicable respective License Terms.

10.2. No Rights in Intellectual Property or Marks. Except as expressly set forth in this Contract, neither party grants the other any right, title, or interest in any intellectual property that a party now owns or subsequently owns or the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

11. Indemnity.

11.1. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY AUTHORIZED PURCHASER AND THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, STATUTORY PENALTIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT, INCLUDING (I) ANY CLAIM THAT CONTRACTOR, A SUBCONTRACTOR, OR A CONTRACTOR EMPLOYEE OR A SUBCONTRACTOR'S EMPLOYEE ARE EMPLOYEES OF THE STATE OR AUTHORIZED PURCHASER FOR ANY REASON, AND (II) ANY CLAIM AGAINST THE STATE OR AUTHORIZED PURCHASER WHICH, IF TRUE, WOULD CONSTITUTE A BREACH BY CONTRACTOR OF ANY OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS SET FORTH IN THIS CONTRACT.

11.2. IN ADDITION, CONTRACTOR, AT ITS OWN EXPENSE, SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY AUTHORIZED PURCHASER AND THE STATE OF OREGON, AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY THIRD PARTY CLAIM, DEMAND, CAUSE OF ACTION, DEBT, LIABILITY, STATUTORY PENALTIES, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT THAT IT IS:

11.2.1. ARISING OUT OF THE FURNISHING OR PERFORMANCE OF THE CONTRACTOR'S INTELLECTUAL PROPERTY OR THIRD PARTY INTELLECTUAL PROPERTY, OR BOTH; OR

11.2.3. BASED UPON A CLAIM THAT EITHER THE CONTRACTOR'S INTELLECTUAL PROPERTY OR THIRD PARTY INTELLECTUAL PROPERTY, PROVIDED BY CONTRACTOR OR BOTH, USED HEREUNDER INFRINGES OR VIOLATES ANY PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES OR OTHER PROPERTY RIGHTS OF ANY THIRD PARTY.

11.3. THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTEREST OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION.

FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT:

11.3.1. PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED;

11.3.2. COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND AGENTS;

11.3.3. IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR

11.3.4. THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY.

CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS.

11.4. Authorized Purchaser Indemnity. Authorized Purchaser's liabilities or obligations to indemnify Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), as applicable.

12. ASSIGNMENT OF ANTITRUST RIGHTS. CONTRACTOR IRREVOCABLY ASSIGNS TO AUTHORIZED PURCHASER ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH THE CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO THE CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE CONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT AUTHORIZED PURCHASER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM OR RELIEF OR CAUSE OF ACTION. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS AGREEMENT TO IRREVOCABLY ASSIGN TO AUTHORIZED PURCHASER, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO THE CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT AUTHORIZED PURCHASER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM OR RELIEF OR CAUSE OF ACTION.

13. Suspension; Termination.

13.1. Authorized Purchaser's Right to Suspend Performance. Authorized Purchaser may, at its sole discretion, suspend Contractor's Services under this Contract, upon written notice by Authorized Purchaser to Contractor, setting forth the length of the proposed suspension.

13.1.1 Stop-Work Notice. Authorized Purchaser may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work required by this Contract for a period of up to ninety (90) Calendar Days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the Stop Work Notice. Within a period of ninety (90) Calendar Days after issuance of the written notice, or within any extension of that period to which the parties have agreed, Authorized Purchaser will either:

- Cancel or modify the Stop Work Notice by a supplementary written notice; or
- Terminate the work as permitted by either the Default or the Convenience provisions of section 14, Termination.

If the Stop Work Notice is canceled, Authorized Purchaser may, after receiving and evaluating a request from Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment, inclusive of any ramp-up time required to for Contractor to resume Services.

13.2. Parties' Right to Terminate for Mutual Consent. This Contract may be terminated at any time by mutual written consent of the parties.

13.3. Authorized Purchaser's Right to Terminate for Convenience. Authorized Purchaser may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) Calendar Days written notice to Contractor.

13.4. Authorized Purchaser's Right to Terminate for Cause. Authorized Purchaser may terminate this Contract, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

13.4.1. If Authorized Purchaser's funding from revenue sources is not obtained and continued at levels sufficient to allow for compensation for the Products or Services or both, in Authorized Purchaser's sole administrative discretion, this Contract may be terminated or modified to accommodate a reduction in funds;

13.4.2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services is no longer allowable or appropriate for purchase under this Contract;

13.4.3. If any license or certificate required by law or regulations to be held by the Contractor to provide the Services required by this Contract is for any reason denied, revoked, or not renewed;

13.4.4. If the Authorized Purchaser discovers that Contractor is in default for the payment of taxes or any other amount owed to a government entity; or

13.4.5. Contractor fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) Calendar Days after delivery of Authorized Purchaser's notice, or such longer period as Authorized Purchaser may specify in such notice.

13.5. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract if Authorized Purchaser commits any material breach or default of any covenant, obligation or agreement under this Contract and Authorized Purchaser fails to cure the breach or default within thirty (30) Calendar Days after receipt of Contractor's written notice or such longer period of cure as Contractor may specify in such notice. Contractor shall state in the written notice of breach or default the termination date for Authorized Purchaser's failure to cure, which must not be less than thirty (30) Calendar Days following Authorized Purchaser's failure to cure.

13.6. Contractor's Obligation Upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless Authorized Purchaser expressly directs otherwise in the notice of termination.

14. Contract Breach. Before a party can be found in breach of this Contract, the other party shall first deliver a notice of default to the other party. The notice must describe the specific nature of the default, cite the specific provisions of this Contract that have been defaulted, indicate whether the default can be cured, and specify the time period in which the default must be cured, if cure is permitted.

14.1. Default by Contractor. Contractor violates or is in default of this Contract if:

14.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

14.1.2, Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

14.1.3. Contractor defaults any covenant, warranty, obligation or certification under this Contract, provided however that Contractor may cure the defaults within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor.

14.2. Default by Authorized Purchaser. Authorized Purchaser violates or is in default of this Contract if:

14.2.1. Authorized Purchaser fails to pay Contractor any amount as required under this Contract, and Authorized Purchaser does not cure such failure to pay within thirty (30) Calendar Days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice; or

14.2.2. Authorized Purchaser defaults any covenant, warranty, or obligation under this Contract and such default is not cured within thirty (30) Calendar Days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

15. Remedies for Default.

15.1. If this Contract is terminated pursuant to section 13.2, 13.3, 13.4.1, 13.4.2, 13.4.3 or 13.5, Contractor's sole remedy shall be a claim for the price of Products or Services provided to Authorized Purchaser and for the costs incurred in preparing Products and Services not yet provided to Authorized Purchaser, less previous amounts paid to Contractor for such Products and Services and any claims which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Subsection, Contractor shall immediately pay any excess to Authorized Purchaser upon demand.

15.2. If this Contract is terminated pursuant to section 13.4.4 or 13.4.5, Authorized Purchaser shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under section 13.4.4 or 13.4.5, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 13.3.

16. Compliance with Applicable Law.

16.1. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract and the Products and Services provided hereunder.

16.2. Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

17. Contractor's Compliance with Tax Laws.

17.1. Contractor shall, throughout the term of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes all the provisions described in subsection 9.1.9 of this Contract.

17.2. Any violation of subsection 17.1 of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 9.1.9 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle Authorized Purchaser to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

17.2.1. Termination of this Contract, in whole or in part;

17.2.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

17.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Products or Services, a replacement contractor, or any of the above.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

18. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this MSA, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

19. Claim Venue and Consent to Jurisdiction

19.1. State Agency Venue and Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Claim") between DAS, Authorized Agency or any other agency or department of the State of Oregon that is an ORCPP Member, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the

United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT(S).** In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim, or (ii) consent by the State of Oregon to the jurisdiction of any court.

19.2. ORCPP Member Venue and Consent to Jurisdiction. Any Claims between Contractor and an ORCPP Member other than an agency of the State of Oregon that arise from or relate to this Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser's option, within such other county as the ORCPP Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. **CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.** Nothing herein shall be construed as a waiver of ORCPP Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to jurisdiction based thereon.

20. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract and Contractor's performance hereunder, according to Generally Accepted Accounting Principles. In addition, Contractor shall maintain all other records relating to this Contract in such a manner as to clearly document Contractor's performance of its duties under this Contract. Contractor acknowledges and agrees that Authorized Purchaser and the Oregon Secretary of State's Office, the Oregon Department of Revenue, the Oregon Department of Justice and their duly authorized representatives shall have access to such records and other books, documents, papers, plans and writings of Contractor relating to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all fiscal and other records relating to this Contract, including books, documents, papers, plans, and writings, for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination or expiration of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

21. Intended Beneficiaries. Authorized Purchaser and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third

persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. DAS and GEO are intended beneficiaries of the terms of this Contract.

22. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies related to this Contract.

23. Force Majeure. Neither Authorized Purchaser nor Contractor will be responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other like cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after it determines that such delay or default will likely prevent successful performance of this Contract.

24. Survival. All Contract terms, which by their context are intended to survive contract termination or expiration, shall survive, as well as the following sections: Part 1: 3, 6, 7, 9, 11, 12, 13, 14, 15, and Part 2: 3, 4.5, 7, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, and 26.

25. Time is of the Essence. Contractor agrees that time is of the essence for delivering Services under this Contract.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Authorized Purchaser at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this section 26. Any communication or notice so addressed and mailed is effective five (5) Business Days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Authorized Purchaser, any notice transmitted by facsimile must be confirmed by telephone notice to Authorized Purchaser's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

27. Severability. The parties agree that if any term of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms is not be affected, and the rights and obligations of the parties are

construed and enforced as if this Contract did not contain the particular term held to be invalid.

28. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

29. Amendment. This Contract may be amended, modified, or supplemented only by a written amendment signed by Authorized Purchaser and Contractor. Any amendment that provides for additional Products or Services, goods or other services may only provide for Products or Services directly related to the scope of Products and Services in the Special Procurement, and no amendment will be effective until all requisite signatures and approvals are obtained.

30. Integration; Waiver. This Contract, including incorporated exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change to the terms of this Contract shall bind either party unless in writing and signed by all parties and all approvals required by law have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Authorized Purchaser to enforce any provision of this Contract shall not constitute a waiver by Authorized Purchaser of that or any other provision.

31. Reporting. Authorized Purchasers who are state agencies are responsible for reporting this Contract to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

Authorized Signatures:

Contractor:

By: 

Title: CORPORATE VICE PRESIDENT

Date: JUNE 30, 2017

The State of Oregon acting by and through its Department of Administrative Services

By: *[Signature]*

Title: *Assistant Attorney General* Date: *6/29/17*

Approved pursuant to ORS 291.047 – see file for email approval

Oregon Department of Justice

By: *Karen Johnson* Date: June 29, 2017
Assistant Attorney General

EXHIBIT A
to Master Agreement #7539

Description of Products and Services; Pricing

******PLEASE SEE ATTACHED PRODUCT DESCRIPTION AND PRICING******

Exhibit B
to Master Agreement #7539
Purchase Order Form

******PLEASE SEE ATTACHED PURCHASE ORDER FORM******

**Exhibit C
to Master Agreement #7539**

DAS Volume Sales Report Template - Data Requirement, Format and Layout

State of Oregon

Volume Sales Report required by State of Oregon
v2.0.0000 6/26/2017

Volume Sales Report Summary Header	
Fields	Data
Price Agreement Number	0000
Vendor Name	PLEASE UPDATE
Reporting Period	Please Update
Total Extended Sales	Please Update
VCAF Rate or Structure	PLEASE UPDATE PLEASE UPDATE
Total VCAF Due	Please Update
Form of Payment	Please Update
Type of Report (original, corrective)	Original
Vendor contact E-mail	PLEASE UPDATE
Vendor Contact Phone	PLEASE UPDATE
Comments	

Authorized Purchaser	Bill to Street Address	Bill to City	Bill to State	Bill to Zip Code	Customer Provided PO Number	Invoice Number	Order Date	Invoice Date	Service Termination Date	Product/Service Description	Product/Service Category	Vendor Collected Administration Fee	Price Agreement Price	Quantity	Total Price

**Exhibit D
to Master Agreement #7539**

Contractor License/Subscription Agreement

**Exhibit D-1: PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

**Exhibit D-2: PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

Exhibit D-3: PICTOMETRY SOFTWARE LICENSE AGREEMENT

**Exhibit D-4: PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND
CONDITIONS**

The attached Exhibit D-1 (Pictometry Delivered Content Terms and Conditions of Use), Exhibit D-2 (Pictometry Online Services General Terms and Conditions), Exhibit D-3 (Pictometry Software License Agreement) and Exhibit D-4 (Pictometry Web Visualization Offering Terms and Conditions) are incorporated herein by this reference and made a part of this MSA. To the extent there is a conflict in any of the terms and conditions in any of the attached Exhibits D-1, D-2, D-3, D-4 and this MSA, the terms and conditions of the MSA control.

EXHIBIT D-1

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
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- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

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6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
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7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

EXHIBIT D-2

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

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- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
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- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

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- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
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- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

EXHIBIT D-3

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 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

EXHIBIT - D4

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PRICE AGREEMENT NO. 7539

AMENDMENT NO. 6

This is Amendment No. 6 to Price Agreement No. 7539 effective, June 30, 2017 as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services ("DAS"), on behalf of state agencies and members of the Oregon Cooperative Purchasing Program ("Authorized Purchaser") and Pictometry International Corp. ("Contractor"). This Amendment is effective upon signature by the parties ("Amendment Effective Date").

The Master Services Agreement is hereby amended as follows:

Exhibit A, Product Description and Pricing is deleted in its entirety and replaced with the new Exhibit A, Products Description and Pricing, Revision Date May 6, 2020, which is attached to this Amendment.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Price Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends;
or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

- iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications

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CONTRACTOR: Pictometry International Corp.

DocuSigned by:
By: Brian Brockmann 5/8/2020
919C59280FF1419...
Name: Brian Brockmann **Title:** Corporate Vice President **Date**

**DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF THE CHIEF INFORMATION
OFFICER, GEOSPATIAL ENTERPRISE OFFICE:**

Approved By: Cy Smith 5/8/20
Name: Cy Smith **Title:** Geospatial Information Officer **Date**

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By: Kimberly Mainwaring 5/8/2020
Name: Kimberly Mainwaring **Title:** State Procurement Analyst **Date**

Master Services Agreement #7539
Exhibit A - Product Description and Pricing
Revision Date: May 6, 2020

Product Name	Sectors	Price*	LTI Discounted Price *+
IMAGERY - 3in, 4-way, Per Sector - Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	0-24	\$595.00	\$535.50
	25-49	\$525.00	\$472.50
	50-99	\$450.00	\$405.00
	100-299	\$450.00	\$405.00
	300-599	\$450.00	\$405.00
	600+	\$450.00	\$405.00
Product Name	Sectors	Price*	LTI Discounted Price *+
IMAGERY - 4in, 4-way, Per Sector - Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	0-24	\$400.00	\$360.00
	25-49	\$400.00	\$360.00
	50-99	\$400.00	\$360.00
	100-299	\$400.00	\$360.00
	300-599	\$400.00	\$360.00
	600+	\$400.00	\$360.00
Product Name	Sectors	Price*	LTI Discounted Price *+
IMAGERY - 6in, 4-way, Per Sector - Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	0-24	\$345.00	\$310.50
	25-49	\$295.00	\$265.50
	50-99	\$250.00	\$225.00
	100-299	\$250.00	\$225.00
	300-599	\$250.00	\$225.00
	600+	\$250.00	\$225.00
Product Name	Sectors	Price*	LTI Discounted Price *+
IMAGERY - 9in (6in Ortho), 4-way, Per Sector - Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	0-24	\$250.00	\$225.00
	25-49	\$250.00	\$225.00
	50-99	\$200.00	\$180.00
	100-299	\$150.00	\$135.00
	300-599	\$125.00	\$112.50
	600+	\$125.00	\$112.50

Master Services Agreement #7539
Exhibit A - Product Description and Pricing
Revision Date: May 6, 2020

Product Name	Sectors	Price*	LTI Discounted Price *+
IMAGERY - 9in, 4-way, Per Sector - Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	0-24	\$200.00	\$180.00
	25-49	\$200.00	\$180.00
	50-99	\$150.00	\$135.00
	100-299	\$100.00	\$90.00
	300-599	\$75.00	\$67.50
	600+	\$75.00	\$67.50
Essentials+ Property - Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.	N/A	\$400.00	\$360.00
Essentials+ Neighborhood - Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.	N/A	\$160.00	\$144.00
Essentials+ Community - Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.	N/A	\$70.00	\$70.00
Essentials+ Property (leaf-on) - Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.	N/A	\$180.00	\$162.00

Master Services Agreement #7539
Exhibit A - Product Description and Pricing
Revision Date: May 6, 2020

RapidAccess - Disaster Response Program - ("DRP")

Emergency response program offering free or discounted fresh imagery for areas affected by qualifying emergencies or disasters for eligible customers.

To be a qualifying emergency or disaster, the event must have occurred before second anniversary of initial delivery of the most recent imagery for the affected area.

To be eligible for DRP, Customer must have paid all amounts due with respect to all prior imagery projects and be in good-standing with Pictometry.

When requirements are met, DRP provides:

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ Hurricane: areas affected by hurricanes of Category 2 and higher.
- ☐ Tornado: areas affected by tornados rated EF4 and higher.
- ☐ Terrorist: areas affected by damage from terrorist attack.
- ☐ Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

\$ No charge with purchase of imagery product

Master Services Agreement #7539
Exhibit A - Product Description and Pricing
Revision Date: May 6, 2020

Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support - Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ No charge for initial year with purchase of imagery product
Pictometry Connect - CA - 50 - (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. 1 year term commences on date of activation. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions	<p style="text-align: center;">\$2,200.00 / Year</p> (charge waived for 1 st year following purchase of imagery project)
Pictometry Connect - CA - 100 - (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. 1 year term commences on date of activation. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions	<p style="text-align: center;">\$3,300.00/year</p>
Pictometry Connect - CA - 250 - (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. 1 year term commences on date of activation. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions	<p style="text-align: center;">\$6,750.00/year</p>
Pictometry Connect - CA - 500 (Custom Access) provides up to 500 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. 1 year term commences on date of activation. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions	<p style="text-align: center;">\$12,000.00/year</p>
Pictometry Connect - CA - 1000 (Custom Access) provides up to 1000 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. 1 year term commences on date of activation. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions	<p style="text-align: center;">\$21,000.00/year</p>

+ LTI = Long Term Incentives which are discounts available to Customers committing to multi-flight, long term contracts.

Eligibility for LTI discounts (10% per Project) requires that all Projects (flight) are completed within a six-year period and that successive Projects occur at a maximum interval of three years, as any of:

- 2 Projects contracted within 6 years
- 3 or more Projects within 6 years
- Annually

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* There is a \$20,000.00 minimum per imagery purchase which includes, at no additional charge (consistent with, but not duplicative of, descriptions indicated above):

- Pictometry's Rapid Access Disaster Response program
- Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support
- One seat of Change Analysis software
- Base level integration products (e.g. ArcGIS® integration)

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In addition to the Pictometry products and services available at the prices listed above, the following products and services ("Supplemental Offerings") may be available pursuant to this contract. Customer shall request availability and applicable pricing for such Supplemental Offerings before any contract for them may be concluded.

Supplemental Offerings
Connect CA (Custom Access) Products in addition to those listed above are available. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions
Ortho tile - Available with corresponding GSD imagery purchase; delivered at same GSD as image purchase. Corresponding GSD Mosaic Tiles in TIFF/JPG Format. Tiles are provided "as is." Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use
Ortho mosaic – Mosaic area-wide created from Ortho tile without additional processing beyond compression. Available with purchase of corresponding tile product. Delivered at same GSD as tile product in ECW or MrSID format. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use
Pictometry CONNECTAssessment - Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries which have otherwise been licensed to the Customer via a web-based application. The number of concurrent authorized users will depend upon Customer's Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions
Pictometry Connect - Early Access - Early Access provides authorized users the ability to login and access imagery captured as part of a specific imagery project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire project is made available through other access means. This offering requires purchase of imagery project and an active Pictometry Connect Account. Applicable Terms and Conditions: Online Services General Terms and Conditions
CONNECT Image Service - Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within customer's Connect account. This service allows use by customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with customer, increase the price for customer's Connect Image Service with customer's consent or, in Pictometry's discretion, suspend further access by customer to the Connect Image Service. This offering is provided solely for internal use within customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions
Integrated Pictometry Application - Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product / application that connects to a customer's licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW / View Account depending on use type. Applicable Terms and Conditions: Software License Agreement and Online Services General Terms and Conditions
Connect View – CA - Pictometry Connect View - CA (Custom Access) provides visualization-only access to specified Pictometry-hosted custom imagery libraries via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions
Esri Web AppBuilder - Pictometry for Esri Web AppBuilder is a server based widget for installation on customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web

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applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement

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Essentials+ Property Deliverables	
Product	Description
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

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Essentials+ Neighborhood Deliverables	
Product	Description
Orthomosaic Specifications	<ul style="list-style-type: none"> • Resolution at 6in GSD • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 6in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> • Resolution at 6in GSD <p>Access Methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> • Resolution at 6in GSD <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> • Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> • Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

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Essentials+ Community Deliverables	
Product	Description
Orthomosaic Specifications	<ul style="list-style-type: none"> • Resolution at 9in GSD • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 9in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> • Resolution at 9in GSD <p>Access Methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> • Resolution at 9in GSD <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> • Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> • Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

**STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACT NO. 7539
("SCHEDULE")**

**PURCHASE ORDER SUBMITTED BY WASCO COUNTY, OREGON ("CUSTOMER")
PURSUANT TO MASTER SERVICES AGREEMENT #7539 BY AND BETWEEN
THE STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES, AND
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY")**

1. This Purchase Order ("Order Form") is submitted pursuant to the Master Services Agreement referenced above (the "MSA") in combination with the contract components listed below, all of which are hereby incorporated by reference onto this Purchase Order as is fully set forth herein:

Contract Specific Terms set forth in Part 2 of the MSA

Description of Products and Services set forth in Exhibit A to the MSA

Contractor's product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA

This Order Form

all of which, collectively, constitute this "Agreement" and set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict is specified in the MSA
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	
511 Washington Street	
The Dalles, OR 97058	
Attn: Jill Amery, Assessor	
Phone: (541) 506-2510	Fax: 541-506-2511

PICTOMETRY NOTICE ADDRESS	
25 Methodist Hill Drive	
Rochester, New York 14623	
Attn: General Counsel	
Phone: (585) 486-0093	Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
WASCO COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #

C5290168

BILL TO

Wasco County, OR
Jill Amery, Assessor
511 Washington Street
The Dalles, OR 97058
(541) 506-2510
jilla@co.wasco.or.us

SHIP TO

Wasco County, OR
Tycho Granville, GIS Manager
511 Washington Street
The Dalles, OR 97058
(541) 506-2658
tychog@co.wasco.or.us

CUSTOMER ID

A118180

SALES REP

dwalt

FREQUENCY OF PROJECT**FIRST PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1,616	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 113,120.00
80	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 28,800.00
3	*CONNECT Gov 50 Package	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$ 3,500.00	\$ 2,333.33 (33.333%)	\$ 7,000.00
14,000	*Building Outline Creation; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production.	\$ 0.39		\$ 5,460.00

		<p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:</p> <p><i>Data Source – Base:</i> Pictometry Imagery</p> <p><i>Data Source Year – Base:</i> 2022</p> <p><i>Data Source – Comparison:</i> N/A</p> <p><i>Data Source Year – Comparison:</i> N/A</p> <p><i>Deck Identification:</i> Marked with a Point</p> <p><i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>			
2	*FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 4,998.00
1	*ChangeFinder - Project Fee	<p>This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 1,000.00		\$ 1,000.00
1	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect.</p>	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00

		<p>Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters: <i>Admin User Name:</i> Tycho Granville <i>Admin User Email:</i> tychog@co.wasco.or.us</p>			
1,616	*Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>PRODUCT PARAMETERS: LEAF: Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	*Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect View - CA	<p>*Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters: <i>Admin User Name:</i> Tycho Granville <i>Admin User Email:</i> tychog@co.wasco.or.us</p>	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

		Applicable Terms and Conditions: Online Services General Terms and Conditions			
				SUBTOTAL	\$160,378.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1,616	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 113,120.00
80	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 180.00 (55% - Long Term Incentive Discount)	\$ 14,400.00
3	*CONNECT Gov 50 Package	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$ 3,500.00	\$ 2,333.33 (33.333%)	\$ 7,000.00
14,000	*ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2022 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2025	\$ 0.44		\$ 6,160.00

		<p><i>Deck Identification:</i> Marked with a Point <i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>			
2	*FutureView Adv Training	<p>Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 2,499.00		\$ 4,998.00
1	*ChangeFinder - Project Fee	<p>This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 1,000.00		\$ 1,000.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
1	Pictometry CONNECTAssessment	<p>Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 5,000.00	\$ 0.00 (100%)	\$ 0.00
1	*Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves</p>	\$ 750.00	\$ 0.00 (100%)	\$ 0.00

		<p>the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters: Admin User Name: Tycho Granville Admin User Email: tychog@co.wasco.or.us</p>			
1	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	*Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1,616	*Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>PRODUCT PARAMETERS: LEAF: Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement</p> <p>Product Parameters:</p>	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00

		Admin User Name: Tycho Granville Admin User Email: tychog@co.wasco.or.us			
SUBTOTAL					\$146,678.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 307,056.00
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¹Amount per product = ((1-Discout %) * Qty * List Price)

*Products and services listed above that are designated with this symbol ("Non-MSA Products and Services") are not included in the Description of Products and Services set forth in Exhibit A to the MSA. Nonetheless, Pictometry will make such Non-MSA Products and Services available to Customer pursuant to this Order Form at the respective prices shown above subject to the following: By executing this Order Form both Customer and Pictometry agree to that (i) the Contract Specific Terms set forth in Part 2 of the MSA, (ii) the product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA that are listed in the respective product descriptions set forth as applicable to the Non-MSA Products and Services, and (iii) this Order Form shall all apply to those Non-MSA Products and Services listed above as if those Non-MSA Products and Services were included in the Description of Products and Services set forth in Exhibit A to the MSA.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50, CONNECT ImageService CA, Pictometry Connect View - CA product(s) in this project, the following geofences apply:

OR Wasco (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50, CONNECT ImageService CA, Pictometry Connect View - CA product(s) in this project, the following geofences apply:

OR Wasco (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due upon final shipment of imagery	\$53,459.34
Due at First Anniversary of Shipment of Imagery	\$53,459.33
Due at Second Anniversary of Shipment of Imagery	\$53,459.33

Total Payments

\$160,378.00

SECOND PROJECT

Due upon final shipment of imagery

\$48,892.67

Due at First Anniversary of Shipment of Imagery

\$48,892.67

Due at Second Anniversary of Shipment of Imagery

\$48,892.66

Total Payments

\$146,678.00

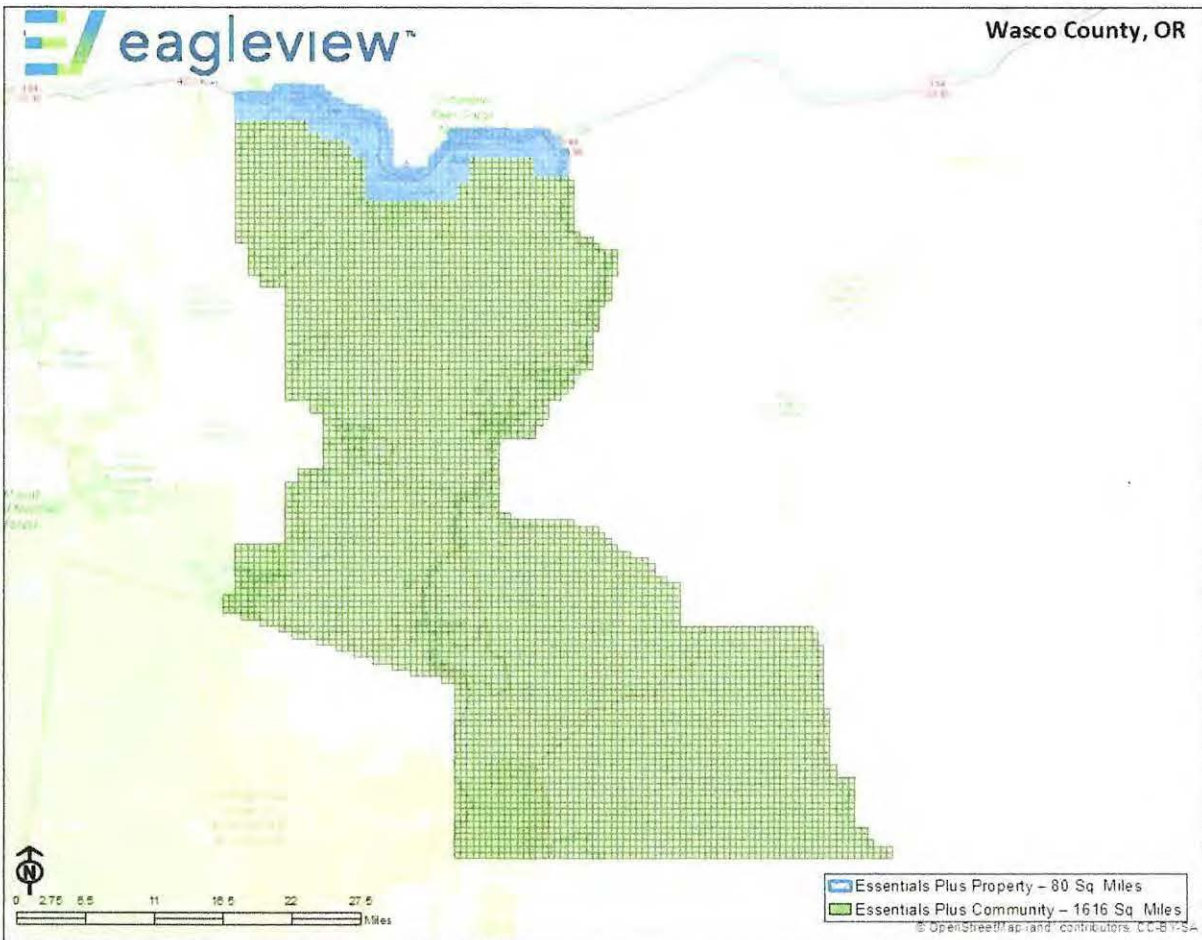
SECTION B

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)



EagleView Reveal

Essentials+ Community deliverables

Product	Essentials+ Community
Orthomosaic Specifications	<ul style="list-style-type: none"> Resolution at 9in GSD Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	Nominal 9in GSD oblique imagery or better: <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> Resolution at 9in GSD Access Methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> Resolution at 9in GSD Projection/Coordinate System: <ul style="list-style-type: none"> Customer Selectable Datum: <ul style="list-style-type: none"> Customer Selectable File Format: <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

EagleView Reveal

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion



MOTION

SUBJECT: Pictometry Agreement

I move to approve the State of Oregon Department of Administrative Services Contract #7539 for Pictometry International Corporation Services.



DISCUSSION ITEM

Zen City Renewal

[STAFF MEMO](#)

[RENEWAL ORDER](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Zencity Contract Renewal

TO: BOARD OF COUNTY COMMISSIONERS

FROM: STEPHANIE KRELL

DATE: OCTOBER 25, 2022

Background Information

We have been working with the Zencity engagement platform for 10 months, meeting regularly with our customer support representative, MCMC representatives and learning the ins and outs of the platform. We have also received numerous insights based on trending topics and gathered feedback from a community survey. Although much has been learned over the last 12 months, I believe there is an opportunity to develop the platform even further as county projects begin to move forward. Additionally, the Planning Department has expressed interest in utilizing the platform for their upcoming projects.

Zencity has contacted us about renewing the contract to continue usage of the platform at the current discounted rate of \$10,000/year for three years with a yearly exit clause. MCMC may be interested in cost sharing with the county in their second quarter.

I recommend renewing the contract with Zencity and revisit the renewal again in late 2023.

Order Form Addendum

This Addendum (the "**Addendum**") to Order Form by and between Wasco County, OR ("**Customer**") and Zencity Technologies US Inc ("**Zencity**"), dated as of December 3, 2021 (the "**Order Form**") is entered into as of December 3, 2022 (the "**Addendum Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form.

Whereas, the Parties wish to amend certain terms of the Order Form as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the Order Form as set forth below.

1. **Term.** The Term of the Order Form is hereby extended for a 36-month period commencing as of December 3, 2022 and ending on December 3, 2025 (the "**Renewal Term**"), after which the Order Form shall automatically renew for successive periods of 12 months upon mutual agreement no less than 30 days prior to the end of such applicable term. Either Party may terminate the Order Form on each 12 months anniversary of the Addendum Date by providing written notice to such effect no less than 30 days in advance.
2. **Recurring Fees.** [During the Renewal Term] The Recurring Fees table included in the Order Form shall be amended and replaced in its entirety as follows:

RECURRING FEES						
Name	SKU	Product Description	Unit Price (Yearly)	Discount	Term	Yearly Discounted Price
Zencity Organic	ZC-ORG	SaaS Platform for gathering and processing organic feedback from channels throughout the client's community and translating that data into quickly digestible analysis and personalized insights, for counties with up to 25,000 residents	\$18,000	44%	3 years	\$10,000
Zencity Engage	ZC- ENG	Community engagement interface to share essential project context and invite resident collaboration and input.	\$20,000	100%	3 years	FREE
Total Fees						\$30,000
Total Billed Yearly						\$10,000

3. **General.** This Addendum shall form an integral part of the Order Form. Unless expressly specified herein, all other provisions, terms and conditions in the Order Form shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the Order Form, with respect to matters described herein, the terms of this Addendum shall prevail.

In witness whereof, the parties have executed this Addendum, effective as of the Addendum Date.

Zencity

Customer



MOTION

SUBJECT: Zen City Renewal

I move to approve the Zen City Order Form Addendum renewing services for 3 years. .



DISCUSSION ITEM

Hearings Officer Agreement

[HEARINGS OFFICER AGREEMENT](#)

[MOTION LANGUAGE](#)

INTERGOVERNMENTAL AGREEMENT

BETWEEN: **Lane Council of Governments (LCOG)**, an organization of governments within Lane County, Oregon

AND: Wasco County (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: January 1, 2023

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. Duration.** The agreement term shall take effect on the Effective Date for a one-year term unless otherwise terminated pursuant to paragraph 4. The agreement shall be renewed for an additional three (3) year term upon written agreement by each Party.
- 2. Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. Separate invoices will be prepared for land use hearings and enforcement hearings. The invoices will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$ [REDACTED].
- 4. Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Anne Davies
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4040
adavies@lcog.org

For Wasco County: Tyler Stone
511 Washington St.
The Dalles, OR 97058
Ph: 541-506-2520
tylers@co.wasco.or.us

7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.

8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may, by mutual written agreement, submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
 - b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
 - c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
 - d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.
10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.
12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

By: _____
Brendalee S. Wilson, Executive Director

Date: _____

AGENCY: _____

By: _____
(name, title)

Date: _____

ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

Serve as Hearings Official for land use decisions and land use appeals and code enforcement hearings.

Desired Outcomes/Project Objectives

Legally defensible decisions that are consistent with Wasco County's land use policies, development code and enforcement provisions, as relevant.

Final Deliverables/Work Products

Written decisions with findings and conclusions that address the appropriate approval criteria.

Wasco County Responsibilities

- » Schedule and provide proper notice of public hearings
- » Provide the room for the hearing or virtual platform for remote hearings
- » Prepare staff report for consideration by the Hearings Official
- » Create an electronic record of the public hearing

LCOG Responsibilities

- » Receive and examine available information
- » Conduct public hearings as provided in the Wasco County Code
- » Prepare decisions with appropriate findings and conclusions of law in accordance with requirements of the appropriate approval criteria within 10 days of the close of the record, as provided by the Code, or as otherwise agreed by the County's Project Manager, as set forth in Section 6 of the Agreement

Hearings Official Billing Rates for FY 2023¹

Laura Ruggeri	\$105/hr
Anne Davies	\$131.24/hr

¹ Billing rates are subject to change with each new fiscal year.



MOTION

SUBJECT: Hearings Official Agreement

I move to approve the Intergovernmental Agreement between Lane County and Wasco County for Hearings Official services. .



CONSENT AGENDA

[MINUTES: 10.19.2022 REGULAR SESSION MINUTES](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
October 19, 2022

This meeting was held in person and on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m. Changes to the agenda:

- Removal of Frequent Users Agreement

Discussion Item – SAIF Dividend

Stratton Insurance Agent Breanna Wimber reviewed the SAIF Insurance dividend for this year, saying that in 2020 SAIF declared a \$100 million dividend, in 2021 a \$210 million dividend and this year a \$75 million dividend – Wasco County's portion is approximately \$17,000. She reported that SAIF has taken on some additional risk this year. She added that Wasco County is trending in a positive direction which means employees are safely returning home each day.

Chair Schwartz asked about Wasco County's Mod Factor. Ms. Wimber replied Wasco County's Mod Factor this year is 1.4; 1.0 is what SAIF considers acceptable. Anything higher than that increases premiums; anything lower than that earns a discount.

Discussion Item – ODFW PILT

County Assessor/Tax Collector Jill Amery explained that Oregon Statute requires the Oregon Department of Fish and Wildlife (ODFW) to make payments in lieu of taxes (PILT) for their properties. The payment is equal to what would have been charged in taxes if assessed to a taxable owner. The Assessor's Office calculates those payments and notice is sent by the Board of Commissioners to ODFW. This year the payment will total \$39,089.57.

Commissioner Hege asked if all this property is specially assessed. Ms. Amery

replied that she cannot confirm that all are, but most are.

Commissioner Hege commented that ODFW property in Wasco County is over 30,000 acres; the total real market value of the property is much higher and the taxes would likely be over \$200,000; however, a lot of publicly owned lands have no taxes paid on them.

Chair Schwartz pointed out that ODFW pays these taxes with tax revenue collected from citizens. She asked if farmers and ranchers pay at the same rate. Ms. Amery answered that it is a complex program with many pages of special assessments – it is not apples to apples.

*****The Board was in consensus to send a Payment in Lieu of Taxes Notice to the Oregon Department of Fish and Wildlife.*****

Ms. Amery reported that they certified the tax rolls Friday afternoon for approximately \$50 million for all districts.

Discussion Item – OJD IGA

7th Judicial Court Trial Administrator Rian Beach explained that talks around this project began last October. This is for video conferencing systems that will allow for hybrid and remote proceedings. We already have that capability in the basement courtroom. We are the last county in Oregon to not have this technology. It will have minimal impact on the building as it will follow existing wiring paths and will have a dedicated circuit so as not to overload any pre-existing circuits.

Chair Schwartz asked if Mr. Stone had any comments. He said that he is fine with the agreement.

Vice-Chair Kramer said that this was discussed at the Local Public Safety Coordinating Council; all the partner agencies are in support.

Commissioner Hege reported that the Board received a letter from the District Attorney who is also in support and would like this to be a starting point for other issues that need to be addressed.

Chair Schwartz asked when the work would begin. Mr. Beach stated that it will begin as soon as possible with a December 1st completion.

{{{Commissioner Hege moved to approve the OJD Wasco County Courthouse Courtroom Audio/Visual upgrade IGA #220098. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He pointed out that the new software allows him to generate year to year comparison reports.

Vice-Chair Kramer said that he would like to meet with Mr. Middleton to better understand how to read the new reports. Discussion ensued around the challenges of navigating and comprehending the reports.

Commissioner Hege commented that he would like additional information that illustrates how we are doing operationally. He noted a loss in the electrical side of Building Codes and said it will be interesting to see how the newly increased fees will impact that budget.

Chair Schwartz asked what happens when a department has a surplus. Mr. Middleton replied that it becomes their beginning fund balance. Commissioner Hege explained that when you see a department building fund reserves, they are planning to do something in the future for which they need to save. It is their opportunity to do what makes sense for their department. This is a new way of budgeting for Wasco County and so far it has been working well – it gives the Directors more authority and responsibility.

Agenda Item – Planning Ordinance Updates: Public Hearing

At 9:30 a.m. Chair Schwartz recessed from the Regular Session to open a Public Hearing regarding Updates to the Wasco Land Use and Development Ordinance. She explained the process for the hearing and asked Commissioners if there was anyone who wished to disqualify themselves for any personal or financial interest in this matter – there were none. Chair Schwartz asked staff to present.

Planning Director Kelly Howsley-Glover reviewed the presentation and staff report included in the Board Packet. She noted that this is the second year of updates; Farm and Forest was reviewed last year but adoption delayed to allow ample time for public comment. Changes are based on changes to state law along with some optional updates being proposed.

Commissioner Hege noted that a lot of the communications facility regulations are already in our LUDO and asked why we are breaking them out to a stand-

alone chapter. Ms. Howsley-Glover explained that we had them in the LUDO by reference as they are actually state or federal rules. We are now adding them into our document rather than referencing the state or federal document.

Commissioner Hege said he can see where that would make it more clear for citizens but if the state or federal documents are changed, we will also have to change ours. Ms. Howsley-Glover agreed, adding that our state LUDO audit indicated that we needed to include the language in our LUDO.

Chair Schwartz asked if concealment and abandonment of communication facilities is being added to our LUDO and if so, is it enforceable. Ms. Howsley-Glover responded affirmatively.

Ms. Howsley-Glover continued to review the presentation pointing out that the changes for military air space are to avoid encroachment. We are also removing requirements for roof-top solar panels under 35 feet in height. In addition, we need to have time, manner and place regulations in place prior to January 1st. The rest of the changes are housekeeping items, many of which are based on the audit. There will also be some definitions added.

Commissioner Hege pointed out that we need to be consistent with state law; however, when we make regulations more restrictive than the state, we need to have a very good reason. Ms. Howsley-Glover said that ahead of every proposed change is a sheet that explains if it is statutory or based on citizen output.

Chair Schwartz asked if military planes fly below 100 feet. Ms. Howsley-Glover replied that according to the military, they do not.

Commissioner Hege asked how changes to the LUDO support resiliency. Ms. Howsley-Glover cited the permitting requirements for solar panels under 35 feet as an example of promoting resiliency for citizens. She explained that they heard from citizens that the planning permitting process was cost prohibitive. After review, staff found that permitting those structures is not critical and removal of that process would support sustainability and resiliency for citizens.

Ms. Howsley-Glover stated that the public has had drafts of the updates since April; planning staff has maintained an inventory of citizen-raised issues. The drafts have been analyzed and received legal review along with public review. The Planning Department has made considerable investments in engaging the public in the process.

Commissioner Hege commented that a lot of outreach has been done. He said his frustration comes when staff makes such a concerted effort and people still say they were unaware of the changes being proposed. He asked how we measure success in outreach efforts. Ms. Howsley-Glover responded that there will always be a portion of the public that feel they were not made aware of proposed changes. She said planning staff is always striving to improve public outreach. She said our Planning Department has a reputation around the state as being the most aggressive in public outreach efforts and public participation – staff is very proud of that.

Chair Schwartz agreed that it is always disheartening to see how few people engage in the process. She commended staff for the efforts they make and continue to make in public engagement. Chair Hege concurred, saying that the public gets overwhelmed with the number of pages included in updates – the one-page synopses are great. He added that the Board can also help push out information. Chair Schwartz commented that the Planning website is also a wonderful public resource.

Ms. Howsley-Glover continued her review of the proposed changes. Commissioner Hege asked about the regulating of farm product processing. Ms. Howsley-Glover reported that lobbyists were successful in having processing allowed regardless of setbacks. There are some conflicts in that area and people are concerned. Residential uses next to farm uses see conflicts such as noisy pump houses on property lines, dust kicked up by farming; even the differing harvest cycles can create conflict among producers. She explained that they require residential applicants to sign a waiver acknowledging the farm activities. When uses are optional, Planning has the ability to restrict where appropriate.

Chair Schwartz asked if processing is an optional use. Ms. Howsley-Glover said that it is. Chair Schwartz asked when farm forest acknowledgement came to pass at the state level. Ms. Howsley-Glover replied that she believes it was in the 90s; it is not retroactive – it attaches to new development.

Ms. Howsley-Glover continued her presentation, reporting that pretty much everyone is worried about wildfire and water use when considering agritourism. They also heard some concerns around agritourism creating conflict during harvest season. The proposed changes go above and beyond state statute but are supported by citizens.

Ms. Howsley-Glover stated that in Chapter 14, citizens liked a lot of the best

practices included in the Hood River plan; we have incorporated a lot of that in proposed changes. There was a lot of focus to make sure we are not prohibiting cell towers based on environmental criteria which is not allowed by federal standards.

Commissioner Hege asked about the required life safety criteria in Chapter 19. Ms. Howsley-Glover explained that when they are looking at a project, they need to consider life safety for workers and adjacent properties. With large scale development, they look at fire, water and other life safety impacts.

Commissioner Hege pointed out that some people install stand-alone solar panels as opposed to rooftop solar. Ms. Howsley-Glover said that the newly eased regulation would apply only to rooftop mounted solar panels. If a stand-alone array is being proposed, they not only review for height but for ground disturbance, natural hazards, etc.

Commissioner Hege commented that the requirements seem to be challenging for individuals and asked if there is a way to make it more streamlined. Ms. Howsley-Glover replied that it is typically pretty easy – one of the lowest bars to meet – but we cannot waive that permitting requirement.

Ms. Howsley-Glover went on to say that we are adopting existing airspace maps for the regulations around military airspace. This will be applied to projects over 100 feet in height so there will not be a lot of need – it will mostly be used for cell towers, solar towers, etc. She said we are the first community to do this and we are trying to make sure we have early coordination when reviewing projects so that issues can be addressed before there is a lot of investment and to support success. The military has been a great partner in this effort; they have had a lot of success in Washington State. We have not needed this in the past but with an increasing number of energy sitings, it is important to have it in place. It will not be retroactive.

Chair Hege related that Sherman and Gilliam Counties experienced a lot of angst around this; he asked how the federal government is working with projects already permitted. Ms. Howsley-Glover said that there is a regional team she is working with – they are responsible for review. However, she cannot speak to what is happening in other jurisdictions.

Chair Schwartz asked the average height of windmills. Ms. Howsley-Glover replied that they are over 100 feet; cell towers are generally under 100 feet.

Vice-Chair Kramer said he believes our farmer/ranchers are aware of the zone; it is good to get the information out here.

Ms. Howsley-Glover said that regarding the upcoming psilocybin legislation going into effect, our best chance at success is pursuing time, place and manner regulations. Growing and processing has to occur indoors and staff is trying to take a conservative approach. They have been working with their association, legal counsel and other jurisdictions. We will have to see how this plays out in the court system. She said they have added restrictions for siting growing/processing operations near daycare of recreational facilities.

Commissioner Hege noted that we had an option to opt out but it would have been only temporary. Ms. Howsley-Glover said that counties were automatically opted in unless they took action to opt out. If we opted out, it had to go on the November ballot to be decided by the voters.

Chair Schwartz asked if once a psilocybin operation is in place, will that prohibit a daycare from locating nearby. Ms. Howsley-Glover replied that it will not.

Vice-Chair Kramer pointed out some minor edits that should be addressed in the Ordinance:

- Page 116 of the packet the word “in” is in all caps and should be in lower case.
- There is an inconsistency in references to Public Health – sometimes it is “Wasco County Public Health” and sometimes it is “North Central Public Health District” – that should be consistent.

Chair Schwartz added that on page 118 of the packet it references today’s hearing as having occurred at 9:30 p.m. – it should be 9:30 a.m.

Ms. Howsley-Glover said she would clean those up.

Chair Schwartz pointed out comments in the packet expressing concerns around agritourism. She asked if Ms. Howsley-Glover believes that the language in the ordinance addresses those concerns. Ms. Howsley-Glover replied affirmatively, saying that she heard directly from some of the commenters that they were pleased with the changes.

Chair Schwartz opened the floor for public comment.

Sheila Dooley of The Dalles said she appreciates the opportunities afforded to the public throughout the process and the work to address concerns. She said she would like to see the definition of “relative” added to Chapter One. Ms. Howsley-Glover said that can be done, although they do not usually do so as it is in statute which is what the planners reference.

Vice-Chair Kramer said that since it is elsewhere in the ordinance, he would expect consistency – citizens will not go to statute to find the definition. Commissioner Hege acknowledged the challenge to adding someone else’s rule into our document, but agreed that it would provide transparency for our citizens.

*****The Board was in consensus to direct staff to add the definition of “relative” to Chapter 1 of the Wasco County LUDO.*****

Commissioner Hege read the title of the ordinance into the record: *Ordinance 22-004 in the matter of the Wasco County Planning Commission’s request to approve proposed legislative amendments to update the Wasco County Land Use and Development Ordinance, the Wasco County Comprehensive Plan and the Wasco County Comprehensive Plan Zoning Map.*

Chair Schwartz closed the public hearing at 10:46 a.m.

Agenda Item – Solid Waste Advisory Committee Rate Recommendation

Vice-Chair Kramer reviewed the recommendation made by the Environmental Health Supervisor Eric Grendal (included in the Board Packet).

Waste Connections Regional Director Jim Winterbottom reviewed the rate increase requests included in the Board Packet. He explained that within the Urban Growth Area customers are eligible for weekly curbside recycling pickup; the rural areas of the county are eligible for curbside recycling pickup every other week; the southernmost part of the county is not eligible for curbside recycling pick up. He said that the 7.37% proposed increase is the largest they have ever requested; however, wages are up 17% and other operational costs are up between 45% and 54%. Waste Connections will have to be more streamlined. Regarding recycling, they no longer make a profit for any of the materials and generally lose money on the program. At some point, there will be an impact to the community.

Chair Schwartz asked when Waste Connections will be converting to electric

trucks. Mr. Winterbottom replied that they have them on order but the challenge they face is the infrastructure to support the use of the electric vehicles. It is a challenge in rural areas. Chair Schwartz thanked Waste Connections for the community service they provide through recycling.

{{{Vice-Chair Kramer moved to approve Resolutions 22-012 and 22-013 in the matter of approving rate increases for the Wasco County Landfill and Waste Connections. Commissioner Hege seconded the motion which passed unanimously.}}}

Vice-Chair Kramer reported that he is working with legal counsel to update our solid waste ordinance and will be meeting with City of The Dalles representatives toward that goal.

Agenda Item – Fairgrounds/Hunt Park Project

Administrative Services Office Manager and Public Information Officer Stephanie Krell reviewed the memo included in the Board Packet. Vice-Chair Kramer noted an extension of the submission deadline. Ms. Krell said there was a request from one of the bidders that we were able to accommodate.

{{{Commissioner Hege moved to approve State of Oregon County Fairgrounds Capital Improvements Grant Agreement #C2022541. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 10.5.2021 Minutes

{{{ Commissioner Hege moved to approve the Consent Agenda. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Commission Call

Vice-Chair Kramer announced that Mt. Hood is proposing fees at trailheads. Chair Schwartz said they seem like reasonable rates.

Vice-Chair Kramer said he has asked that the Wasco County Forest Collaborative facilitator update the Board early next year.

Vice-Chair Kramer noted that the Recycling Modernization group will have a new co-chair.

Chair Schwartz adjourned the meeting at 11:04 a.m.

Summary of Actions

MOTIONS

- **To approve the OJD Wasco County Courthouse Courtroom Audio/Visual upgrade IGA #220098.**
- **To approve the Consent Agenda – 10.5.2022 Regular Session Minutes.**
- **To approve State of Oregon County Fairgrounds Capital Improvements Grant Agreement #C2022541.**
- **To approve Resolutions 22-012 and 22-013 in the matter of approving rate increases for the Wasco County Landfill and Waste Connections.**

CONSENSUS

- **To send a Payment in Lieu of Taxes Notice to the Oregon Department of Fish and Wildlife**
- **To direct staff to add the definition of “relative” to Chapter 1 of the Wasco County LUDO**

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Planning Ordinance Updates

[ORDINANCE 22-004 – REVISED TO DECLARE AN EMERGENCY](#)

[STAFF REPORT](#)

[CHAPTER 1 - DEFINITIONS](#)

[CHAPTER 3 – FOREST ZONES](#)

[NEW OVERLAY ZONE 15 – MILITARY AIRSPACE, PROPOSED MAP](#)

[CONSOLIDATION OF CHAPTERS 6 & 7 INTO CHAPTER 6](#)

[COMMERCIAL ZONE CHAPTERS & CHAPTER 7 – PSILOCYBIN](#)

[CHAPTER 13 – NON-CONFORMING USES](#)

[CHAPTER 14 – COMMUNICATION FACILITIES](#)

[CHAPTER 19 – ENERGY FACILITIES](#)

[CHAPTER 20 – SITE PLAN REVIEW](#)

[UPDATES TO WASCO COUNTY COMPREHENSIVE PLAN](#)

[2022 LUDO UPDATE REPORT WITH PUBLIC INPUT AND COMMENTS](#)

[AGENCY COMMENT](#)

[ADDITIONAL COMMENTS SUBMITTED DURING HEARING PROCESS](#)

[MOTION LANGUAGE](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING COMMISSION'S REQUEST TO APPROVE PROPOSED LEGISLATIVE AMENDMENTS TO UPDATE THE WASCO COUNTY LAND USE AND DEVELOPMENT ORDINANCE, THE WASCO COUNTY COMPREHENSIVE PLAN AND WASCO COUNTY COMPREHENSIVE PLAN ZONING MAP; AND DECLARING AN EMERGENCY NECESSARY FOR THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF OUR CITIZENS

ORDINANCE # 22-004

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

WHEREAS, the Wasco County Planning Commission and the Wasco County Board of Commissioners directed the Wasco County Planning Department to pursue Voluntary Periodic Review to update the Wasco County Comprehensive Plan on 5 October 2016; and

WHEREAS, Wasco County entered Periodic Review on 20 February 2018 with approval from the Department of Land Conservation and Development's (DLCD) approval of a work plan; and

WHEREAS, the revisions included many changes that impact the Wasco County Land Use and Development Ordinance; and

WHEREAS, the Wasco County Comprehensive Plan was approved by DLCD and the Wasco County Planning Department initiated the Land Use and Development Ordinance (LUDO); and

WHEREAS, in March 2022 the Planning Department initiated public outreach about LUDO Updates including state law related updates, procedural revisions and amendments based on the Comprehensive Plan Update; and

WHEREAS, the Wasco County Planning Department sent notification to DLCD pursuant to ORS 197.610 on August 15, 2022; and

WHEREAS, all property owners within unincorporated Wasco County were sent notice of proposed revisions in April 2022 and on August 22, 2022 consistent with ORS 215.503; and

WHEREAS, that on September 20, 2022, at the hour of 3:00 PM via in person and electronic methods duly posted Wasco County Planning Commission held the first legally notified public hearing to review recommendations by staff background information, and receive public testimony on the revisions and with unanimous vote recommended approval to the Wasco County Board of Commissioners; and

WHEREAS, that on October 19, 2022 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on November 2, 2022 at the hour of 9:30 AM the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners , by a vote of __ to __, approved the amendments and conducted the second reading, recommending submittal to DLCD; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the request by the Wasco County Planning Department for a legislative amendment to the Wasco County Land Use and Development Ordinance are hereby approved; and

WHEREAS, Pursuant to Oregon Revised Statute 197.615, submission of adopted land use regulation change is required to be sent to the Department of Land Conservation and Development for acknowledgment.. The Board of Commissioners finds that the enactment of this Ordinance is necessary for the public health, safety, and general welfare, and that an emergency exists, and this ordinance shall take effect immediately once updates are acknowledged by the Department of Land Conservation and Development.

DATED this 2nd day of November 2022.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Commission Chair

ATTEST:

Steven D. Kramer, Vice-Chair

Kathy Clark, Executive Assistant

Scott C. Hege, County Commissioner



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

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WASCO COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA PACKET
FOR

Hearing Date: November 2, 2022
Hearing Time: 9:30 pm
Hearing Location: Wasco County Courthouse
Room #302
511 Washington Street
The Dalles, OR 97058
Electronically via Zoom
Meeting ID: 3957734524#

HEARING DETAILS: The meeting agenda includes the following topics: updates to the Wasco County Land Use and Development Ordinance Chapters 1, 3, 6, 7, 13, 14, 19 and 20.



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MEMORANDUM TABLE OF CONTENTS

Date: October 25, 2022
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for Hearing dated November 2, 2022
Re: Legislative Request for Updates to Wasco County Land Use and Development Ordinance

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Attachment D – New Overlay Zone 15 - Military Airspace, Proposed Map	BOCC 2 - 178
Attachment E – Consolidation of Chapters 6 & 7 into Chapter 6	BOCC 2 - 182
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Attachment M – Agency Comment	BOCC 2 – 327
Attachment N – Additional Comments Submitted During Hearing Process	BOCC 2 – 329



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FILE #: 921-21-000045

REQUEST: Legislative Request to Amend the Land Use and Development Ordinance

DECISION:

Attachments:

1. Attachment A: Draft of proposed updates to Wasco County Land Use and Development Ordinance Chapter 1, Definitions with cover sheets
2. Attachment B: Draft of proposed updates to Wasco County Land Use and Development Ordinance Chapter 3, Forest Zones, with cover sheets
3. Attachment C: Draft of proposed updates to Wasco County Land Use and Development Ordinance Chapter 3, Farm Zone, with cover sheets
4. Attachment D: Draft of proposed new Overlay Zone 15, Military Airspace, with proposed overlay zone map illustration for Comprehensive Plan Zoning Map
5. Attachment E: Draft of proposed consolidation of prior Chapters 6 and 7 into Chapter 6
6. Attachment F: Draft of proposed new revised Commercial Zone Chapters and Chapter 7, Psilocybin
7. Attachment G: Draft of proposed updates to Chapter 13, Non-Conforming Uses
8. Attachment H: Draft of proposed new Chapter 14, Communication Facilities
9. Attachment I: Draft of proposed updates to Chapter 19, Energy Facilities, with cover sheets
10. Attachment J: Draft of proposed updates to Chapter 20, Site Plan Review
11. Attachment K: Draft of proposed updates to the Wasco County Comprehensive Plan
12. Attachment L: 2022 LUDO Update Report with Public Input and Comments

13. Attachment M: Agency Comment

14. Attachment N: Additional Comments Submitted During Hearings Process

File Number: 921-21-000045

Request: Amend the Wasco County Land Use and Development Ordinance

1. Revisions to Chapter 1
2. Revisions to Chapter 3
3. Consolidation of Chapters 6 and 7
4. Revisions to Chapter 19
5. Addition of new Chapter 7
6. Addition of new Chapter 14

Amend the Wasco County Comprehensive Plan and Zoning Map

1. Addition of new overlay zone (15) for military airspace

Prepared by: Kelly Howsley Glover, Planning Director

Prepared for: Wasco County Planning Commission

Applicant: Wasco County Planning Department

Staff Recommendation: Recommend the Wasco County Planning Commission recommend adoption of the proposed amendments of the Wasco County Land Use and Development Ordinance to the Wasco County Board of Commissioners

Planning Commission

Hearing Date: September 20, 2022

Board of County

Commissioner Hearing

Dates: October 19 and November 2

Procedure Type: Legislative

APPLICABLE CRITERIA LIST

Wasco County LUDO

- A. LUDO Section 2.200 - Additional Hearing Notification Requirements
- B. LUDO Section 9.050 - Amendments to the Zoning Ordinance
- C. LUDO Section 9.060 - Recommendation on Zone Change or Amendment to the LUDO
- D. LUDO Section 9.070 - Notice of Planning Commission Recommendation
- E. LUDO Section 9.080 - Action by County Governing Body
- F. ORS 197.175 – Cites’ and counties’ planning responsibilities
- G. ORS 197.307 Effect of need for certain housing in urban growth areas
- H. [ORS 197.610](#) - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development (consistent with OAR 660-018-0020)
- I. [ORS 197.612](#) - Comprehensive plan or land use regulation changes to conform plan or regulations to new requirement in statute, goal or rule
- J. [ORS 197.615](#) - Submission of adopted comprehensive plan or land use regulation changes to Department of Land Conservation and Development

2. SUBMITTED COMMENTS

Comments are included in attachments L-N.

3. PUBLIC INVOLVEMENT

In addition to the public hearings required by this legislative process to allow for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public:

A. Newspaper Notifications

Planning Commission Public Hearing September 20, 2022:

Public notice for a Planning Commission hearing was published in *Columbia Gorge News* on August 31, 2022 more than 15 days prior to the September 20, 2022 hearing.

Board of County Commission Public Hearing October 19, 2022

Public notice for a BOCC hearing was published in *Columbia Gorge News* on September 28, 2022 more than 15 days prior to the October 19, 2022 hearing.

B. Mailed Notice

A postcard notice was sent to all residents in unincorporated Wasco County, outside the National Scenic Area on April 20, 2022 informing them of the Land Use and Development Ordinance, timelines, a brief summary of updates, and where to find out more information.

C. Official Mailed Notice (ORS 215.503)

On August 29, 2022, a mailed notice was sent to all residents in unincorporated Wasco County, outside the National Scenic Area. The notice informed them of a general summary of updates, the date of the September hearing, and where to find more information. It also included ORS 215.503 required language.

D. Information Available on Website

The information regarding the proposed amendments was placed on the Wasco County Planning Department Website¹ starting in January 2022. If updates are made following each hearing, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available to the public:

- A listing of hearing dates, times and locations
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes
- A way to submit comments and concerns

In addition, the Wasco County Land Use and Development Ordinance Update website² has short explainer videos, one-sheet summaries, drafts of the proposed updates, surveys, and questionnaires. Other key functions of the project website include the Ask A Planner, Submit A Comment, and Get Email Updates features, encouraging quick and easy communication by the public.

E. Notification to Partners

An email notification of proposed amendments and the legislative hearing information was sent to the partner agency notification list on August 15, 2022 and on September 13, 2022. The notification included links to the draft documents and information on how to provide comment.

F. Notification to Community Notification List

During the Wasco County 2040 update, a public email notification list was assembled. Those registered were given the opportunity to opt out, or elect to continue being on the list for the LUDO Update. The current list consists of those who continued to be on the list.

Members of the public continue to have the opportunity to sign up for this list at any time on the project website³. They can also request to be put on the list via email, telephone, or

¹ <http://co.wasco.or.us/departments/planning/index.php>

² www.Wasco2040.com

³ <https://wasco2040.com/contact/>

in the Planning Department Office. Currently this list includes 158 interested parties from the community.

An initial email was sent to the notification list informing them of the LUDO Update on April 20, 2022. Additional emails were also sent to the notification list informing citizens of news and events on June 2, July 7, and August 24.

G. Notice of Recommendation

Consistent with the Wasco County Land Use and Development Ordinance (LUDO) Section 9.070 and 9.080, a Notice of Planning Commission Recommendation was emailed to all hearing participants on September 21, 2022, 1 day after the hearing and 28 days before the Board of County Commissioner Hearing. Those who testified in writing or verbally during the September 20 hearing were also mailed a copy of the Notice via email or mail.

H. OTHER PUBLIC OUTREACH

In addition to the public meetings, social media content and ads were placed to help to promote engagement with the work tasks and solicit additional input. Any comments or other feedback were compiled and analyzed by staff and used to inform the development of the new policy and implementation strategies. This report was made publicly available during the September 20th hearing.

4. FINDINGS

A. LUDO Section 2.200 - Additional Hearing Notification Requirements

A. Notice

- 1. Notice of a legislative hearing will be sent to public agencies and local jurisdictions (including those providing transportation facilities and services) that may be impacted by the proposed action. Affected agencies and jurisdictions could include the Department of Environmental Quality, the Oregon Department of Aviation, cities within Wasco County, and neighboring jurisdictions.*
- 2. Notice of a legislative or quasi-judicial hearing for any proposal that includes a new transportation facility or improvement, and where these facilities or improvements include or may impact a collector or arterial street, will be sent to the Oregon Department of Transportation and any special interest transportation groups as appropriate. Special interest transportation groups could include trucking organizations, bicycle and pedestrian interest groups, and public transit providers. Information that should be conveyed with the notice includes the following: a. Project location b. Proposed land use action c. Location of project access point(s)*

FINDING: Notice was sent to public agencies, including ODOT, and local jurisdictions on August 15, 2022. and again on September 13, 2022. Staff received one comment from the Department of State Lands.

The proposal does not include a new transportation facility or improvement. Staff finds this criterion has been met.

- 3. Within ten (10) days of the final Planning Commission hearing, the Director of Planning or their assistants shall give notice thereof to any persons who signed in and testified at the hearing and to such other persons as may have requested the same in writing.***

FINDING: Notice was sent to all those who testified or signed in at the September 20th hearing, and those who requested the same information, of the Planning Commission recommendation on September 21st.

Staff finds this criterion has been met.

B. LUDO Section 9.050 - Amendments to the Zoning Ordinance
Amendments to this Ordinance may be initiated as follows:

A. By resolution of the County Governing Body referring a proposed amendment to the Planning Commission for its consideration, report and recommendations;

B. By a majority vote of the Planning Commission confirmed by the Wasco County Governing Body;

C. By request of the Director of Planning or the District Attorney to conform the Ordinance to changes in the State Law;

FINDING: The Ordinance Amendment was initiated by the Planning Director to conform the Wasco County Land Use and Development Ordinance to changes in State Law and changes resulting from Wasco County Periodic Review.

Staff finds this criterion has been met.

C. LUDO Section 9.060 - Recommendation on Zone Change or Amendment to the LUDO
After hearing, the Approving Authority shall recommend that the proposed zone change or amendment to the Zoning Ordinance be granted or denied. The Director of Planning or his Chapter 9 – Zone Change & Ordinance Amendment – Wasco County Land Use and Development Ordinance 4 assistants shall reduce to writing the Commission's recommendations together with a brief statement of the facts and reasons upon which such recommendation is based.

FINDING: Amendments to the Land Use and Development Ordinance were heard by the Planning Commission on September 20th. Following the hearing, a notice of the Planning Commission's recommendations were sent to participants including a brief statement of the facts and reasons upon which the recommendation was based.

The Board of County Commissioners will hold two hearings (October 19 and November 2), to review the proposed amendments. Following the hearing, staff will reduce to writing the Commission's

recommendation, along with a brief statement of facts and reasons upon which the recommendation will be based.

D. LUDO Section 9.080 - Action by County Governing Body

Upon receipt of the Commission report, the County Governing Body shall take such action as may appear appropriate to that body, or as it feels the public interest requires, provided that in no event shall the County Governing Body act until at least twenty (20) days after the Notice of Planning Commission Recommendation has been mailed.

FINDING: The Board of County Commissioners is scheduled to hear the proposed Land Use and Development Ordinance amendments on October 19, 2021, 29 days after the Planning Commission hearing. The Notice of Planning Commission Recommendation was sent on September 21st, 28 days before the Board of County Commissioner hearing. Staff finds this criterion is met.

E. ORS 197.175 - Cities' and counties' planning responsibilities

(2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

...

(b). Enact land use regulations to implement their comprehensive plans;

FINDING: Proposed revisions are intended to implement critical components of the updated Wasco County Comprehensive Plan.

Proposed revisions are intended to enact the following Comprehensive Plan policies: Policy: 2.1.2 Comprehensive plans and implementing ordinances shall be consistent with the statewide goals and guidelines as well as the needs and desires of citizens in the County; Policy 2.1.4 Increase public awareness of the planning process and plan implementation; Policy 3.1.1 Maintain Exclusive Farm Use zoning consistent with state law for continued preservation of lands for resources uses; Policy 3.1.5 Encourage agri-tourism activities that support commercial agriculture in Wasco County; Policy 4.1.1 Land use regulation and tax incentives should be designed to safeguard forest management operations on both private and public lands; Policy 4.1.2 Lands within the F-1 Forest designation shall be managed for maintenance of water quality and quantity, in addition to timber protection, fish and wildlife, soil conservation, and air quality; Policy 9.1.1 Maintain commercial agriculture as the basis for the County's rural economy; Policy 9.1.2 Encourage commercial and industrial development compatible with the County's agricultural based economy; Policy 9.1.6 Forest management will continue to be an economic development target for Wasco County; Policy 13.1.6 Use of renewable energy shall be encouraged; Policy 13.1.7 New energy facilities shall meet the requirements in State Law.

ORS 197.610 - Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development

Before a local government adopts a change, including additions and deletions, to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the proposed change to the Director of the Department of Land Conservation and Development. The Land Conservation and

Development Commission shall specify, by rule, the deadline for submitting proposed changes, but in all cases the proposed change must be submitted at least 20 days before the local government holds the first evidentiary hearing on adoption of the proposed change. The commission may not require a local government to submit the proposed change more than 35 days before the first evidentiary hearing.

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review, the local government shall submit the proposed changes as soon as practicable, but may submit the proposed changes after the applicable deadline.

(3) Submission of the proposed change must include all of the following materials:

(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan;

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;

(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the proposed change;

(d) The date set for the first evidentiary hearing;

(e) The form of notice or a draft of the notice to be provided under ORS 197.763 (Conduct of local quasi-judicial land use hearings), if applicable; and

(f) Any staff report on the proposed change or information describing when the staff report will be available, and how a copy of the staff report can be obtained.

FINDING: On August 15, 2022, Staff submitted a notice of proposed land use regulations (Form 1) to Oregon's Department of Land Conservation and Development (DLCD) via PAPA Online. Staff received confirmation on August 15 via email that the packet was received.

The packet submitted with the completed Form 1 included the following: a narrative on form 1 summarizing the proposed changes; drafts of the proposed updates; a memo describing that the staff report we would be available on the County website 7 days before the September 20th hearing; a copy of the mailed notice commensurate with ORS 215.503; and the newspaper notice regarding the legislative hearing on September 20th.

A map was included to show the new, proposed overlay zone for military airspace. Because the military airspace is already approved by the FAA, the map is being adopted as a tool to help ensure coordination with the US military.

This information was submitted 36 days before the September 20th hearing, as required.

Staff finds the criteria have been met.

E. **ORS 197.612** - *Comprehensive plan or land use regulation changes to conform plan or regulations to new requirement in statute, goal or rule*

Notwithstanding contrary provisions of state and local law, a local government that proposes a change to an acknowledged comprehensive plan or a land use regulation solely for the purpose of conforming the plan and regulations to new requirements in a land use statute, statewide land use planning goal or rule of the Land Conservation and Development Commission implementing the statutes or goals may take action to change the comprehensive plan or the land use regulation without holding a public hearing if:

(a) The local government gives notice to the Department of Land Conservation and Development of the proposed change in the manner provided by ORS 197.610 (Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development) and 197.615 (Submission of adopted comprehensive plan or land use regulation changes to Department of Land Conservation and Development); and

(b) The department confirms in writing that the only effect of the proposed change is to conform the comprehensive plan or the land use regulations to the new requirements.

(2) Notwithstanding the requirement under ORS 197.830 (Review procedures) (2) that a person must have appeared before the local government orally or in writing, a person that has not appeared may petition for review of the decision under subsection (1) of this section solely to determine whether the only effect of the local decision is to conform the comprehensive plan or the land use regulation to the new requirements. [2011 c.280 §6]

FINDING: The proposed revisions do include amendments based on changes to state law. However, the proposed revisions also are a result of Periodic Review or changes initiated by stakeholder and public feedback. As a result, the proposed revisions do not meet ORS 197.612 criteria for allowing changes without a public hearing.

The first evidentiary hearing was scheduled before the Wasco County Planning Commission on September 20th.

Based on the above, staff finds this criteria is not applicable.

F. **ORS 197.615** - *Submission of adopted comprehensive plan or land use regulation changes to Department of Land Conservation and Development*

When a local government adopts a proposed change to an acknowledged comprehensive plan or a land use regulation, the local government shall submit the decision to the Director of the Department of Land Conservation and Development within 20 days after making the decision.

(2) The submission must contain the following materials:

(a) A copy of the signed decision, the findings and the text of the change to the comprehensive plan or land use regulation;

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the map that is created or altered;

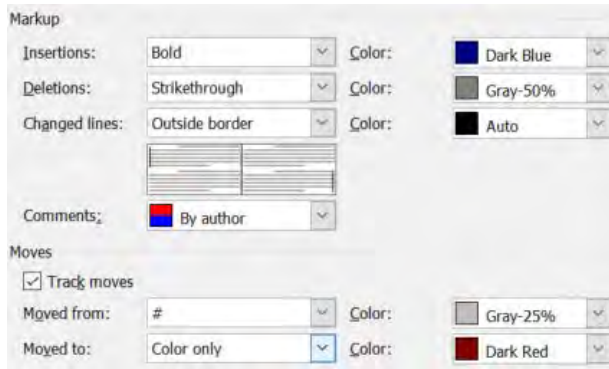
(c) A brief narrative summary of the decision, including a summary of substantive differences from the proposed change submitted under ORS 197.610 (Submission of proposed comprehensive plan or land use regulation changes to Department of Land Conservation and Development) and any supplemental information that the local government believes may be useful to inform the director or members of the public of the effect of the actual change; and

(d) A statement by the individual transmitting the submission, identifying the date of the decision and the date of the submission.

FINDING: The final hearing is tentatively scheduled for November 2. If approved, staff will submit to the Department of Land Conservation and Development the changes via PAPAOnline, along with a copy of the signed decision, finding and the text of the change, and a brief narrative of the decision. Included on the forms required by DLCD will be a statement identifying the date of decision and submission.



Wasco County Planning Land Use and Development Ordinance Update Draft Cover Sheet



The drafts are created using track changes in Microsoft Word.

The key to the left is a reference for how revisions are marked up in the draft.

The bold, blue text shows new text.
Text with a line through it, in light grey,
is proposed to be deleted.



rules adopted under ORS ~~4688.095~~, and must be reviewed subject to Section ~~3.219 K~~
below: ~~OAR 660-033-130 (11), ORS 215.246, ORS 215.247, ORS 215.249, and ORS~~
~~215.251.~~

Text underlined by a wavy line is
optional.



COMMERCIAL USES RELATED TO FARM USE

B. A winery subject to ~~3.219 F~~ below: ~~ORS 215.452, ORS 215.453, ORS 215.454, ORS~~
~~215.455 and ORS 215.237.~~

C. A cider business subject to ORS 215.451.

D. A facility for the processing of farm crops or the production of biofuel as defined in ORS
315.141 subject to the following: farm products as described in ORS 215.255.

The # shows where text has been
moved from and the red text
shows the new proposed location
for that moved text



#



K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling
has been listed in a county inventory as an historic property and is listed on the National
Register of Historic Places. The application shall include a *Farm Management Plan*
documenting how the replacement dwelling will be used in conjunction with a farm use.



Chapter 1 – Definitions Revisions

- (Page 3) Modified definition of accepted farming practice to be consistent with state law definition.
- (Page 3) Replace Agricultural Structure definition with the Agricultural Building definition in HB 2611 (ORS 455.315).
- (Page 4) Added an agritourism definition that is consistent with the state law definition.
- (Page 7) Bed and breakfast definition is modified to be consistent with state law.
- (Page 8) The Board of County Commissioner definition was modified for clarity.
- (Page 9) Campground definition is modified to be consistent with state law.
- (Page 10-11) New definitions, consistent with state law, are added for cemetery lot and cidery related terms.
- (Page 15) Cubic foot per acre definition added from state law, relates to forestry operations.
- (Page 16) The term declarant is added, as defined by state law.
- (Page 19) Modified energy facility definition with reference to ORS 469.300.
- (Page 19) ESEE analysis is updated to directly reflect definitions in OAR.
- (Page 20) New terms are added for events and camps, consistent with state law.
- (Page 20-21) Farm Management is revised to be consistent with state law.
- (Page 21) New state law farm related definitions added.
- (Page 23) Per Model Code audit, a new definition for farmworker housing has been added.
- (Page 26) A definition for footprint has been added. As defined by state law, forest lands definition is added.
- (Page 27) Affiliated with the proposed optional guest ranch use, guest ranch related definitions are added.
- (Page 30) Judicially Noticeable reference and definition added. Kennel definition updated to be more explicit about commercial, non-commercial, and breeding operation distinction.
- (Page 31) Based on an audit and work to Chapter 2, several new definitions are proposed. Definitions are from state law.
- (Page 32 & 36) Major and minor modification definitions are taken from Chapter 2 and put into the definition section to be consistent with the standard placement for definitions.
- (Page 37) Military Training Route definition added.
- (Page 37) Motel definition has been added to distinguish it from hotels, as the code has some allowances for motels only.
- (Page 39) Several new definitions, based on internal and external audit, are proposed. They are consistent with state law and/or common understanding of the terms.
- (Page 40) Parcel definition is modified to be consistent with state law.
- (Page 42) Planned Unit Development definitions are proposed to be moved from Chapter 18.
- (Page 43) The internal and external audit recommended several modifications or additional definitions. Farm and forest use related definitions are taken from state law. All others are based on government structure or Wasco County 2040.
- (Page 43) Add renewable energy facility definition from HB2190 (ORS 215.446).
- (Page 44) Park definitions were recommended additions from the Model Code audit and are taken directly from state law.
- (Page 44) Radar line of sight definition added.
- (Page 54) Model Code recommended the addition of the emergency storage structure definition, in conjunction with adding that required use to the resource zones.
- (Page 56) Two new definitions are proposed.
- (Pages 63-66) Added new definitions in support of the Communications Facilities chapter and consistent with FCC Model Code.
- (Page 67) Revised definitions for youth camp and yurt are proposed, consistent with state law.

CHAPTER 1 - INTRODUCTORY PROVISIONS

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Section 1.005 - Authority

This Ordinance is enacted pursuant to the provisions of Oregon Revised Statutes Chapters [92](#), [197](#), [203](#), and [215](#).

Section 1.010 - Title

This Ordinance shall be known as the Wasco County Land Use and Development Ordinance.

Section 1.020 - Purpose

The purposes of this Ordinance are: To promote public health, safety, convenience, and general welfare; to reduce congestion upon the streets and highways; to prevent excessive population density and the overcrowding of land; to provide for adequate air and light; to conserve natural resources and encourage the orderly growth of the County; to promote safety from fire and natural disaster; to assist in rendering adequate police and fire protection; to facilitate adequate and economic provision for public improvements, for recreation areas, and for public utilities and services; to conserve, stabilize, and protect property values; and to encourage the most appropriate use of land, all in accordance with the comprehensive plan for Wasco County.

Section 1.030 - Severability

The provisions of this Ordinance are severable.– If any section, sentence, clause, or phrase of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portion of this Ordinance.– The Director, the Director's designee or other Approving Authority shall not approve a development or use of land that has been previously divided or otherwise developed in violation of this Ordinance, regardless of whether the applicant created the violation, unless the violation can be rectified as part of the development proposal.

Section 1.040 - Repeal

The following ordinances, together with all amendments thereto are hereby repealed:

- "Wasco County Zoning Ordinance", adopted February 3, 1982.
- "Wasco County Subdivision and Land Development Ordinance", adopted February 3, 1982.
- "Wasco County Mobile Home and Recreational Vehicle Park Ordinance".

Section 1.050 - Effective Date

This Ordinance shall become effective when filed with the Wasco County Clerk.– Amendments hereto, unless otherwise specified, shall become effective when filed with the County Clerk.

Section 1.060 - Interpretation and Scope

Interpretation: The provisions of this Ordinance shall be liberally construed to ~~effect~~**affect** the purpose.– These provisions are declared to be the minimum requirements to fulfill objectives. When conditions herein imposed are less restrictive than comparative provisions imposed by any other provision of this Ordinance by resolution of State Law or State Administration regulations, then the more restrictive shall govern.

Scope: This Ordinance is enacted to regulate and restrict the location and use of buildings, structures, and land for residence, trade, industry, and other land use activities; to regulate and limit the height, number of stories, and size of buildings and other structures hereafter erected or altered; to regulate and limit the density of population and to divide Wasco County into districts or zones of such number, shape and area as may be deemed best to carry out these regulations and to provide for the enforcement of these regulations.

Section 1.070 - Compliance Required

No structure or premises in Wasco County shall hereafter be used or occupied and no part or structure or part thereof shall be erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of this Ordinance.

Section 1.080 - Editorial Revision

Editorial revision will be in compliance with the following procedures.– The District Attorney may at any time direct such changes regarding currently maintained copies of this Ordinance and amendments as the Legislative Council is authorized to perform regarding acts of the Legislature, pursuant to Oregon Revised Statute [173.160](#), provided that such editorial revisions be directed by written memorandum filed with the County Clerk and with the Planning Department, but subject to disapproval by the Commission at next regular meeting thereafter. Editorial revisions shall become effective, unless disapproved by the Commission, on the first regular meeting of the Commission after the directing memorandum is filed with the County Clerk.

Section 1.090 - Definitions

For the purpose of this Ordinance, certain words and terms are defined as follows:– Words used in the present tense include the future; words in the singular number include the plural,

and words in the plural include the singular; the word "Building" includes the word "Structure"; the word "Shall" is mandatory and not directory.

AUM (Animal Unit Month) - Unit of measure of dry forage to graze a 900 - 1000 pound cow and calf for thirty (30) days as prescribed by the NRCS Rangeland Specialist.

Abandoned WECS — See Wind Power Related Definitions

Abandonment – See Wireless Telecommunication Facilities Related Definitions

Accepted Farming Practice - ~~A mode of operation common to farms and ranches of a similar nature necessary for the operation of such farms and ranches, with the intent to obtain a profit in money, and customarily utilized in conjunction with farm use.~~ A mode of operation that is common to farms of a similar nature, necessary for the operation of such farms to obtain a profit in money, and customarily utilized in conjunction with farm use. As applied to composting operations on high-value farmland, "accepted farming practice" includes composting operations that either 1) compost only materials produced on the subject tract, or 2) compost materials brought from off-site and processed alone or in conjunction with materials generated on the subject tract, and use all on-site generated compost for on-farm production in conjunction with, and auxiliary to, the farm use on the subject tract.

Access — See Road and Access Easement Related Definitions

Access easement — See Road and Access Easement Related Definitions

Accessory Structure -- A detached structure, its footprint being less than **three-quarter (3/4)** of the primary structures footprint, the use of which is customarily incidental to that of the primary structure or the primary use of the land and which is located on the same lot-of-record with the primary structure or use.— Accessory structures shall not include agricultural exempt buildings.— ~~(Revised 1/92, 5/93)~~

Accessory Use - A use customarily incidental and subordinate to the primary uses and located on the same lot-of-record.— ~~(Revised 1/92)~~

Agricultural Building (ORS 455.315) - A structure located on a farm or forest operation and used for:

- a. **Storage, maintenance or repair of farm or forestry machinery and equipment;**
- b. **The raising, harvesting and selling of crops or forest products;**
- c. **The feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees;**

- d. Dairying and the sale of dairy products; or
- e. Any other agricultural, forestry or horticultural use or animal husbandry, or any combination thereof, including the preparation and storage of the produce raised on the farm for human use and animal use, the preparation and storage of forest products and the disposal, by marketing or otherwise, of farm produce or forest products.

An agricultural building may be used for uses in addition to the uses listed above if the additional uses:

- a. Are incidental and accessory to the uses listed above.
- b. Are personal to the farm owner and the farm owner's immediate family or household; and
- c. Do not pose a greater hazard to persons or property than the uses listed above.

~~Agricultural Building does not mean~~ **ORS 455.315 (b) outlines structures not covered under the definition.**

~~An agricultural building may be used for uses in addition to the uses listed in subsection (2)(a) of this section if the additional uses include ORS 455.315 (a) (c).~~

Agricultural Land (Per OAR [660-33-020\(1\)\(a\)](#)) - Means lands classified by the US Natural Resource Conservation Service as predominantly Class I-VI in Eastern Oregon; land in other soil classes that is suitable for farm use as defined in ORS [215.203](#) taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands; and land in capability classes other than I - VI that is adjacent to or intermingled with lands in capability classes I - VI within a farm unit shall be inventoried as agricultural lands even though this land may not be cropped or grazed. Agricultural land does not include land within acknowledged urban growth boundaries or land within acknowledged exception areas for Goal 3 or 4.

~~**Agricultural Purposes**—The predominant and gainful use of land for the following purposes: the growing of hay, grain, seed, row crops, horticultural crops, livestock, poultry and produce.~~

~~**Agricultural Structure**—In any zone a building or structure may be considered in conjunction with farm use, as defined in this Chapter or ORS [215.203](#) subject to the following:~~

All buildings and structures

- a. ~~The owner provides a farm management plan that is reviewed and approved by the Planning Department; and~~
- b. ~~The lot or parcel is enrolled in a farm deferral program with the County Assessor; or the farm management plan provides sufficient documentation to confirm compliance with the income capability requirements of state law.~~

~~Agricultural Exempt Buildings Only~~

- c. ~~The owner submits a signed floor plan showing that only farm related uses will occupy the building space; and~~
- d. ~~The owner will file a restrictive covenant in the deed records of Wasco County agreeing the it will be used solely as will be solely used as an agricultural building as defined by ORS [455.315](#)(2).~~

Agritourism - A common, farm-dependent activity that promotes agriculture, any income from which is incidental and subordinate to a working farm. Such uses may include hay rides, corn mazes and other similar uses that are directly related to on-site agriculture. Any assembly of persons shall be for the purpose of taking part in agriculturally-based activities such as animal or crop care, tasting farm products or learning about farm or ranch operations. Agritourism may include farm-to-plate meals. Except for small, farm-themed parties, regularly occurring celebratory gatherings, weddings, parties or similar uses are not Agritourism.

Airport Related Definitions -

Airport (Personal Use) - Means pursuant OAR [660-33-130](#)(7), an airstrip restricted, except for aircraft emergencies, to use by the owner, and on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations. No aircraft may be based on a personal use airport other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Oregon Aeronautics Division in specific instances. A personal use airport lawfully existing as of September 13, 1975 shall continue to be permitted subject to any applicable rules of the Oregon Aeronautics Division. ~~(amended 12/96)~~

Airport (Public) - A designated area for the take-off and landing of airplanes which is designed for public use by general aviation, and where aircraft service facilities are normally provided.

Airport Approach Area - A wedge shaped area described by boundaries where the inner edge of the Airport Approach Area coincides with each end of the runway and is two hundred and fifty (250) feet wide at each terminus. The Airport Approach Area expands outward uniformly to a width of seven hundred and fifty (750) feet at a horizontal distance of two thousand five hundred (2,500) feet from the terminus, with its centerline being the continuation of the centerline of the runway.

Airport Clear Area - The Airport Clear Area coincides with the Airport Approach Area for a horizontal distance of one thousand two hundred (1,200) feet from the runway termini.

Airport Hazard - Any structure, tree, or use of land which unreasonably obstructs the air space required for the safe flight of aircraft in landing or taking off at an airport or landing field, or is otherwise hazardous to such landing or taking off of aircraft.

Airport Hazard Area - Any area of land upon which an airport hazard might be established if not prevented.

All Weather Road - See Road and Access Easement Related Definitions

Alley - A secondary means of access to abutting property, if dedicated as a public way.

Alteration (Historic District/Historic Landmarks) - To remove, add to, or otherwise change the physical appearance of any part or portion of the EXTERIOR of a historic landmark, individually or within a historic district.

Altered - A change, addition, or modification in structure; where the term "altered" is used in connection with a change of occupancy, it is intended to apply to changes of occupancy from one trade or use to another, or from one division or use to another.

| **Anemometer** - See Wind Power Related Definitions

Apartment - A building or portion thereof designed for residential use and containing three or more dwelling units.

Apartment House - Three or more household units with walls or ceilings common to another unit.

| **Appeal** — A request for a review of the interpretation of any provision of this ordinance.

| **Approach Road** — See Road and Easement Related Definitions

| **Approving Authority** - The County Governing Body (**BOCC**) or the body designated by the County Governing Body to administer all or part of this ordinance.

Architectural Significance — The term shall mean the historic landmark

~~(1)~~

- a. portrays the environment of a group of people in an era of history characterized by a distinctive architectural style;
- b. ~~(2)~~ embodies those distinguishing characteristics of an architectural type;
- c. ~~(3)~~ is the work of an architect or master builder whose individual work has influence the development of the County or region; or
- a.d. ~~(4)~~ contains elements of architectural design, detail, materials or craftsmanship which represent a significant innovation.

Area of Special Flood Hazard (ASFH) — See Flood Hazard Related Definitions

Arterial Road or Street — See Road and Access Easement Related Definitions

Associated Transmission Lines - ~~(1) New transmission lines constructed to connect an energy facility to the project's substation(s). (2) New transmission lines constructed to connect the project's substations(s) to the power grid only if they are owned by the developer of the project. Any transmission line owned by a public utility is not an associated transmission line.~~ ~~(Added 4/12)~~ **(ORS 469.300) New transmission lines constructed to connect an energy facility to the first point of junction of such transmission line or lines with either a power distribution system or an interconnected primary transmission system or both or to the Northwest Power Grid. To be determined necessary for public service, an associated transmission line must meet the requirements in ORS 215.275.**

Automobile and Trailer Sales Area — An open area, other than a street, used for the display, sale, or rental of new or used motor vehicles or trailers and where no repair work is done except minor incidental repair of motor vehicles or trailers to be displayed, sold or rented on the premises.

Automobile Repair Garage - A building or portion thereof used for the care and repair of motor vehicles or where such vehicles are parked or stored for compensation, hire or sale.

Automobile Service Station - Any premises used for supplying gasoline, oil, minor accessories, and services, excluding body and fender repair for automobiles at retail direct to the customer.

Automobile Wrecking Yard - Any property where more than two vehicles not in running condition, or parts thereof, are:- wrecked, dismantled, disassembled, or substantially altered and are stored in the open and are not being restored to operation; or any land, building, or

structure used for wrecking or storing of such motor vehicles or parts thereof for a period exceeding three (3) months. ~~(Revised 1/92)~~

~~Auxiliary~~ **Auxiliary** — See Forest Land Related Definitions

Awning - An awning is defined as any accessory shade structure supported by posts or columns and partially supported by a mobile home.

Base Flood — See Flood Hazard Related Definitions

Base Flood Elevation (BFE) — See Flood Hazard Related Definitions

Basement — A portion of a building, partly underground, which is less than one half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground, and not deemed a story unless the ceiling is six (6) feet or more above the ground.

Batch Plant, Concrete or Asphalt - ~~Means~~ **The storage, preparation, and manufacturing of concrete or asphalt including customary equipment and accessory buildings. Also called Redi-Mix plant.**

Bed and Breakfast Inn - ~~A single family dwelling where lodging and a morning meal for guests only are offered for compensation, having no more than five (5) sleeping rooms for this purpose. An establishment where more than one (1) meal per day is offered shall not be deemed a bed and breakfast inn. An establishment with more than five (5) sleeping rooms shall be deemed a hotel. A bed and breakfast inn must be within the residence of the operator.~~ **(Added 2/89) An accessory use in a single-family dwelling in which lodging and a morning meal for guests only are offered for compensation, having no more than five (5) sleeping rooms for this purpose. A bed and breakfast facility must be within the residence of the operator and be compliant with the requirements of ORS 333-170-0000(1) A bed and breakfast facility may be reviewed as either a home occupation or as a room and board operation.**

Bikeway - Any road, path, or way that is in some manner specifically open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are shared with other transportation modes.

Bike Lane - A defined portion of the roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

Biomass Energy Facility - A facility producing energy from biomass and its related or supporting facilities. ~~(Added 4/12)~~

Blade — See Wind Power Related Definitions

Block - An area of land within a subdivision which area may be entirely bounded by streets, highways or ways (except alleys), and the exterior boundary or boundaries of the subdivision.

Board of County Commissioners (BOC or BOCC) — A three member elected board with duties and powers described in ORS 203.240.— The main governing body of Wasco County and the legislative approving authority.

Boarding House — A building or premise where meals and lodging are offered for compensation for three (3) or more persons but not more than nine (9) persons; and having no more than five (5) sleeping rooms for this purpose.— An establishment where meals are served for compensation for more than nine (9) persons shall be deemed a restaurant.— An establishment with more than five (5) sleeping rooms shall be deemed a hotel.

Boarding of Horses - The boarding of horses for profit in specified zones other than the Exclusive Farm

Use zone shall include the following:

- a. The stabling, feeding and grooming for a fee, or the renting of stalls for and the care of horses not belonging to the owner of the property; and,
- b. Related facilities, such as training arenas, corrals and exercise tracks.

The boarding of horses for profit does not include the following:

- a. The mere pasturage of horses or the boarding of horses not owned by the property owner for the purpose of breeding with the owner's stock;
- b. The incidental stabling of not more than four (4) horses;
- c. The boarding of horses for friends or guests where no charge is made; and
- d. Equestrian activities when the raising, feeding, training or grooming of horses is a farm use by the property owner of the land qualifying for farm assessment under regulations of the State Department of Revenue.

~~BOC - Wasco County Board of Commissioners. (Added 4/12)~~ See Board of County Commissioners.

BOCC - See Board of County Commissioners.

Building - Any structure built for the support, shelter, or enclosure of any persons, animals, chattels, or property of any kind.

Building Line - A line on a plat indicating the limit beyond which buildings or structures may not be erected.

Building Mounted Wind Turbine — See Wind Power Related Definitions

Business - Employment of one or more persons for the purpose of earning a livelihood or a profit in money. ~~(Added 2/89)~~

Cabana - A room enclosure erected or constructed adjacent to a mobile home for use as an addition to a mobile home.

~~**Campground** - A campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive 6 month period.~~ **An area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes and established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground.— Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive 6 month period.**

Camp, Tourist, or Trailer Park— Any area or tract of land used or designed to accommodate more than two camping outfits (trailer, tent, tent trailer, recreational vehicle, pickup camper or other similar device used for camping), including cabins.

Cannabinoid - Any of the chemical compounds that are the active constituents of marijuana.

Cannabinoid Concentrate - A substance obtained by separating cannabinoids from marijuana by a mechanical extraction process; a chemical extraction process using a nonhydrocarbon-based or other solvent, such as water, vegetable glycerin, vegetable oils, animal fats, isopropyl alcohol, or ethanol; a chemical extraction process using the hydrocarbon-based solvent carbon dioxide, provided that the process does not involve the use of high heat or pressure; or any other process identified by the Oregon Liquor Control Commission, in consultation with the Oregon Health Authority, by rule.

Cannabinoid Edible - Food or potable liquid into which a cannabinoid concentrate, cannabinoid extract, or dried marijuana leaves or flowers have been incorporated.

Cannabinoid Extract - A substance obtained by separating cannabinoids from marijuana by a chemical extraction process using a hydrocarbon-based solvent, such as butane, hexane or

propane; a chemical extraction process using the hydrocarbon-based solvent carbon dioxide, if the process uses high heat or pressure; or any other process identified by the Oregon Liquor Control Commission, in consultation with the Oregon Health Authority, by rule.

Cannabinoid Product - A cannabinoid edible and any other product intended for human consumption or use, including a product intended to be applied to the skin or hair, that contains cannabinoids or dried marijuana leaves or flowers. Cannabinoid product does not include usable marijuana by itself, a cannabinoid concentrate by itself, a cannabinoid extract by itself, or industrial hemp as defined in ~~Oregon Revised Statutes ORS 571.300~~ **ORS 571.269**.

Carport - A covered shelter for an automobile open on two or more sides.— A carport may be freestanding or partially supported by a dwelling unit or mobile home.

Cellar — A story having more than one half of its height below the average level of the adjoining ground and which has less than six (6) feet of its height above the average level of the adjoining ground.

Cemetery - Land dedicated for burial purposes, including mortuary, crematory, mausoleum, and columbarium, when operated within the boundary of the cemetery.

Cemetery Lot — Consistent with ORS 97.010, “lot,” “plot” or “burial space” means space in a cemetery owned by one or more individuals, an association or fraternal or other organization and used, or intended to be used, for the permanent interment therein of the remains of one or more deceased persons. Such terms include and apply with like effect to one, or more than one, adjoining grave, crypt, vault or niche.

Church - A building, together with its accessory buildings and uses, where persons regularly assemble for public worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

Cider — an alcoholic beverage made from the fermentation of the juice of apples or pears, including but not limited to flavored cider, sparkling cider and carbonated cider.

Cider Business — a facility used primarily for the commercial production, shipping and distribution, wholesale or retail sales, tasting, crushing, making, blending, storage, bottling, administrative functions or warehousing of cider.

Cidermaker — a person who makes cider.

Cidery — a place where cider is produced.

Class I Stream - Waters which are valuable for domestic use, are important for angling or other recreation, and/or used by significant numbers of fish for spawning, rearing, or migration

routes as designated by the Oregon Department of Forestry.— Stream flows may be perennial or intermittent.

Class II Stream - Any headwater streams or minor drainages that generally have limited or no direct value for angling or other recreation as designated by the Oregon Department of Forestry.— They are used by only a few, if any, fish for spawning or rearing.— Their principal value is their influence on water quality or quantity downstream in Class I waters.— Stream flow may be perennial or intermittent.

Clinic — See Medical Facility Related Definitions

Club or Lodge - A building and facilities owned and operated for a social or recreational purpose, to which membership is required for participation, but is not operated primarily for profit or to render a service which is customarily carried on as a business.— A club does not include a public rehabilitation facility of any kind.

Collector Road or Street (Major) - See Road and Access Easement Related Definitions

Collector Road or Street (Minor) — See Road and Access Easement Related Definitions

Commencement of Development - Authorized development has been commenced when the holder of the permit has physically altered the land or structure or changed the use thereof and such alteration or change is directed toward completion and is sufficient in terms of time, labor or money spent to demonstrate a good faith effort to complete the development.— In the case of development requiring a building permit, issuance of the building permit shall be conclusive evidence of commencing development.— Nothing herein, however, shall be deemed to extend the life of said building permit as provided by law.— A development permit which would have expired but for issuance of a building permit shall expire automatically upon expiration of the building permit.— In the case of development authorized to be done in phases, each phase must be commenced within the time frame specified in the approval, or commenced within two years of completion of the prior phase if no time table is specified.— The date of phase completion in the case of a structure or structures shall be the date of issuance of an occupancy permit by the Director for 80% or more of the structure or structures.

Commercial - The use of land or structures for a business activity engaged primarily in the sale of goods or services. ~~(Added 2/89)~~

Commercial Agricultural Enterprise - Consists of farm operations that will contribute in a substantial way to the area's existing agricultural economy; and help maintain agricultural processors and established farm markets. When determining whether a farm is part of the commercial agricultural enterprise, not only what is produced, but how much and how it is marketed shall be considered. These are important factors because of the intent of Goal 3 to maintain the agricultural economy of the state.

Commercial Energy Facility — See Commercial Power Generating Facility. ~~(Amended 4/12)~~

Commercial Power Generating Facility (Utility Facility For The Purpose Of Generating Power) -
A facility for the production of energy and its related or supporting facilities that:

- a. Generates energy using means listed in ORS or OAR such as solar power, wind power, fuel cells, hydroelectric power, thermal power, geothermal power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel as authorized by ORS [215.203\(2\)\(b\)\(K\)](#) in all zones which allow "Farm Use" and [215.283\(1\)\(r\)](#) in the Exclusive Farm Use zone; and
- b. Is intended to provide energy for sale.

See "Net Metering Power Facility", "Non-Commercial/Stand Alone Power Generating Facility" and "Small Scale Commercial Power Generating Facility" for additional definitions related to energy production. ~~(Added 4/12)~~.

Commercial Utility Facility - See Commercial Power Generating Facility.
~~(Amended 4/12)~~

Commission - The Wasco County Planning Commission.

Common Area - Any area or space designed for joint use of tenants.

Communication Facility - A facility constructed for the purpose of transmitting telegraph, telephone, microwave, television, radio, and other similar signals.

Communication Tower - Any tower designed to support commercial radio, television, and/or telecommunications receiving or broadcasting antennas, dishes, buildings and associated commercial equipment used to transmit or receive radio, microwave, wireless communications, and other electronic signals. ~~(Added 4/12)~~

Community Center or Hall - A building and facilities owned and operated by a governmental agency or non-profit community organization whose membership is open to any resident of the community in which the center or hall is located.

Community Garden - A site where any kind of plant, except marijuana, is grown, and several individuals or households cultivate the site. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners, or for donation, and sales are prohibited.

Community Management - The person who owns or has charge, care or control of the mobile home development.

Community Sanitary Sewer System — A public or private system of underground pipes of sufficient capacity to carry domestic sewage from an area to connected treatment and disposal facilities, as approved by the Oregon Department of Environmental Quality.

Community Water Supply System — A public or private system of underground distribution pipes providing a continuous supply of potable water from a center source in quantities sufficient to meet domestic and fire protection needs for three (3) or more dwellings, as approved by the State of Oregon Department of Human Resources, Health Division.

Compost - A mixture of decaying, organic matter, such as leaves and manure, used as fertilizer.

- a. Green Feedstocks – Materials low in:– (1) Substances that pose a present or future hazard to human health or the environment; (2) Substances that are low in, and unlikely to support, human pathogens.– Green feedstocks include but are not limited to yard debris, animal manure, wood waste, vegetative food waste, produce waste, vegetative restaurant waste, vegetative food processor byproducts and crop residue.
- b. Non-Green Feedstocks – Materials high in:– (1) Substances that pose a present or future hazard to human health or the environment; (2) Substances that are high in, and likely to support, human pathogens.– Non-green feedstocks include but are not limited to animal parts and byproducts, mixed materials containing animal parts or byproducts, dead animals and municipal solid waste.
- c. Agricultural Composting – Composting as an agricultural operation conducted on lands employed for farm use.
- d. Institutional Composting – The composting of green feedstocks generated from the facility's own activities.– It may also include supplemental feedstocks.– Feedstocks must be composted on-site, the compost produced must be utilized within the contiguous boundaries of the institution and not offered for sale or use off-site.– Institutional composting includes but is not limited to parks, apartments, universities, schools, hospitals, golf courses and industrial parks.
- e. Reload Facility – A facility or site that accepts and reloads only yard debris and wood waste for transport to another location.

Comprehensive Plan– - The generalized, coordinated land use map and policy statement of the governing body of Wasco County that interrelates all functional and natural systems and activities relative to the use of lands including, but not limited to sewer and water systems,

transportation systems, educational systems, recreational facilities, and natural resources and air and water quality management programs.

Condominium - Property, any part of which is residential in nature, submitted and approved in accordance with the provisions of ~~Oregon Revised Statutes~~ [ORS](#).

Conduit - Any tunnel, canal, pipeline, aqueduct, flume, ditch or similar man made water conveyance.

Consultant Engineer - A professional engineer registered in the State of Oregon, who is retained by and responsible to an applicant for the design and construction of subdivisions and required public or private improvements.— Although a Civil Engineer is preferable, any engineer who is qualified to perform the work involved, and so certified, may be a consultant engineer.

Contiguous - Lots, parcels or lots and parcels that have a common boundary.— "Contiguous" includes, but is not limited to, lots, parcels, or lots and parcels separated only by an alley, street, or other right-of-way.—~~(Revised 1/92)~~

Corner Lot — See Lot Related Definitions

Corridor — The length and width of a right of way or tenancy containing or intended for a transmission facility and other uses in, or intended for, the same right of way.

County - The County of Wasco, Oregon.

County Governing Body - The County Governing Body of Wasco County, Oregon.

County Road - See Road and Access Easement Related Definitions

County Road District — See Road and Access Easement Related Definitions

Court - An open, unoccupied space, other than a yard, on the same lot with a building and bounded on two sides by such building.

Court Apartment - One to four multiple dwellings arranged around two or three sides of a court which opens into a street.

Covenants, Conditions & Restrictions (CC&Rs) or Irrevocable Deed Restrictions — When referred to in the section as a requirement for approval of a dwelling or land division in the Forest Zone mean documents in conformance with Exhibit A of OAR [660-006](#) recorded in the deed records for Wasco County and in any additional counties where affected properties are located.— The CC&Rs also:

- a. Shall be irrevocable unless a statement of release is signed by an authorized representative of the appropriate county or counties, and then recorded in deed records; and
- b. Shall be enforceable by the Department of Land Conservation and Development or by the county or counties where the property is located that is subject to the recorded form; and
- c. Shall not affect the validity of the transfer of property or the legal remedies available to buyers of property which is subject to the recorded form if the requirements for implementation of CC&Rs are not followed; and
- d. Shall be copied by the Planning Director, into a file and onto a map, sufficient to depict tracts which do not qualify for the siting of new dwellings based on the recorded CC&R document.

Critical Facility — A facility where the potential for even minimal water damage might be too great.— Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire, and emergency response facilities, installation that produce, store or use hazardous materials or hazardous waste.— (Approval of any new Critical Facility within the ASFH must be reviewed through the Administrative Variance provisions (Chapters 6 and 7) of the— Wasco County Land Use and Development Ordinance.)

Cross Access - A service drive providing vehicular access between two or more separate sites, so that the driver need not enter the public street system between sites.

Cubic Foot Per Acre - The average annual increase in cubic foot volume of wood fiber per acre for fully stocked stands at the culmination of mean annual increment as reported by the USDA Natural Resource Conservation Service (NRCS) soil survey.

Cubic ~~Foot~~ Foot Per Tract Per Year — The average annual increase in cubic foot volume of wood fiber per tract for fully stocked stands at the culmination of mean annual increment as reported by the USDA Natural Resource Conservation Service (NRCS).— Note: On a lot or parcel for which NRCS data are not available or are shown to be inaccurate, an alternative method for determining productivity may be used.— An alternative method must provide equivalent data and must be approved by the Department of Forestry.— An alternative method would include contracting with a qualified professional forester to assess the forest productivity of a specific tract.— General assumption based on surrounding site capability cannot be substituted for site specific analysis by a qualified professional nor can be unclassified soils be presumed to be more or less productive than surrounding soils previously classified by NRCS.

Cul-De-Sac - A street with only one outlet having sufficient space at the closed end to provide a vehicular turning area.

Cultural and Historic Sites - Sites having a record of historic activity that is well documented and have or have had an impact on the local community.

Curb Line - The line dividing the roadway from the planting strip or footway.

Dam - Any man made structure that impounds water.

Date of Creation and Existence - Within the Exclusive Farm Use zone, when a lot, parcel or tract is reconfigured pursuant to applicable law after November 4, 1993 or July 1, 2001, the effect of which is to qualify a lot, parcel or tract for the siting of a dwelling or a non-farm division respectively, the date of the reconfiguration is the date of creation or existence. Reconfigured means any change in the boundary of the lot, parcel or tract.— A property line adjustment which does not have the effect of qualifying an otherwise non-qualifying lot, parcel or tract for a dwelling or a non-farm division respectively, does not change the date of creation.

Day Nursery - Any institution, establishment or place, other than a group day care home, in which are commonly received at one time, three or more children not of common parentage, under the age of six years, for a period or periods not exceeding twelve hours, for the purpose of being given board, care or training apart from their parents or guardians for compensation or reward. ~~(revised 2/89)~~

Declarant — A person who records a declaration under ORS 100.100 or a supplemental declaration under ORS 100.110.

Demolish — To raze, destroy, dismantle, deface or, in any other manner, cause partial or total ruin of a designated historic landmark, individually or within a historic district.

Design (Roads and Streets) — The design of any street or alley alignments, grade or width, alignment of width of easements and rights of way for drainage or irrigation purposes and sanitary facilities, and lot area, width or layout.

Development - Any man-made change to improved or unimproved real estate, including but not limited to construction, installation or change of a building or other structure, change in use of a building or structure, land division, establishment, or termination of right of access, storage on the land, tree cutting, drilling, and site alteration such as that due to land surface mining, dredging, grading, construction of earthen berms, paving, improvements for use as parking, excavation or clearing.— Also includes storage of equipment or materials located within the area of special flood hazard.

Development does not include low impact practices using hand based tools to perform habitat restoration activities, which do ~~not~~ result in: the potential destabilization and/or erosion of the designated floodplain by removal of bank stabilizing root systems or other means;

alteration of the topography of the designated ASFH; the accumulation of woody vegetative debris within the ASFH; a violation of any prior condition of approval associated with a review on the subject property; a violation of any Wasco County or other agency natural resource regulations; or the siting of any structure.

Developer - A subdivider, or if not creating a subdivision, a person who proposes to, or does develop the land, whether it be for public or private purposes.

Director - ~~Wasco County Planning Director or their designee.~~ **See Planning Director.**

District — A geographic area possessing a significant concentration, linkage, continuity or design relationship of historically significant sites, structures, landscape features, or objects unified by past event or physical development.

Diversion - Any structure that deflects a portion of the water from a stream channel.

Downwind — See Wind Power Related Definitions

Downwind Properties — See Wind Power Related Definitions

Double Frontage Lot - A lot having frontage on two parallel or approximately parallel streets.

Drive In — A business establishment so developed that its retail or service character is dependent on providing a driveway approach for parking space for motor vehicles so as to serve patrons while in the motor vehicle, or within a building on the same premises and devoted to the same purpose as the drive in service.— The term drive in shall include any business establishment dispensing food or drink on a self-service basis and for consumption outside the building.

Driveway - A private access providing ingress and egress to and from within a single property, or portion of a single property to a public road, private road or private easement road.

Driveway, Shared - When land uses on two or more lots or parcels share one driveway. A Private Easement Road must be created for any new shared driveway crossing another property.

Dude Ranch - A business activity that provides meals, lodging or camping facilities, and recreation activities associated with farm use or animals.— An establishment offering meals to individuals other than overnight guests shall be deemed a restaurant.— An establishment offering overnight accommodations not in conjunction with recreational activities shall be deemed a hotel or campground.— ~~(Added 2/89).~~

Dwelling Types - For the purposes of this Ordinance, dwellings are separated into the following categories and herewith defined accordingly:

Single Family Attached (Duplex) - Two (2) household units which share a common wall or ceiling, but no unit may have a ceiling common to another unit.

Single Family Attached (Multiplex) - Three (3) or more household units which share common walls, but no unit may have a ceiling common to another unit.– Otherwise known as Townhouses or Row Houses.

Single Family Detached - A single household unit whose construction is characterized by no common wall or ceiling with another unit.

Multiple Family - Three (3) or more household units with common walls or ceilings common to another unit.– Terms of differentiation for Multiple Family include:– Garden Low Rise, being walkup structures limited to a maximum of two stories; Garden Medium Rise, being walkup structures limited to a maximum of three (3) stories; and High Rise, being elevator structures of multiple stories.

Dwelling Unit - A lawfully established dwelling is a single-family dwelling which:

- a. Has intact exterior walls and roof structure;
- b. Has indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
- c. Has interior wiring for interior lights; and
- d. Has a heating system."

Easement - A grant of the right to use a strip of land for specific purposes.– Includes but is not limited to access easements and utility easements.

EFSC - Oregon Energy Facility Siting Council as established under ORS [469.450](#) and defined in ORS [469.300](#)(7).– The Council includes seven members appointed by the governor and confirmed by the Oregon Senate with the responsibility for overseeing and approving the development of energy facilities, as defined in ORS [469.300](#).–(Added 4/12)

Electrical Transmission Facilities - The conductors, lines, structures, towers, substations, switching stations, buildings, corridor, and construction staging and assembly areas associated with the transmission of electricity from power sources to the regional power grid and from the regional power grid to the local power distribution system, but not including "Associated Transmission Lines".–(Added 4/12)

Elevated Building (for Insurance Purposes) – See Flood Hazard Related Definitions

Endangered and Threatened Species — Those species of plants and animals listed or proposed for listing as of October 1, 1978, in 41 FED REG 24524.– (June 16, 1976) and 50 CFR Part 17, and its amendments and species listed or proposed for listing by the State of Oregon.

Energy - The amount of work that can be performed by a force. ~~(Added 4/12)~~

Energy Development - A building or construction operation making a significant change in the use or appearance of a structure or land for an energy facility; and the clearing, excavation, filling, grading, and road building in connection with the operation.

Energy Facility — A solar, wind, fuel cell, hydroelectric, thermal, geothermal, cogeneration, landfill gas, digester gas, waste, dedicated low emission renewable crop, nontoxic biomass based on solid organic fuels from wood, forest or field residues, electrical transmission, natural gas pipeline, or petroleum product pipeline facility **as defined by ORS 469.300.**

Energy Facility Project Area — The proposed location of an energy facility and all of its related and supporting facilities as well as lands within the project lease boundary but outside the area of the primary development where there could be negative physical consequences as a result of the project such as soil compaction or erosion. ~~(Amended 4/12)~~

ESEE Analysis — ~~An analysis of the economic, social, environmental, and energy consequences that designation of the historic resource would have on all identifiable conflicting uses permitted under the Zoning Ordinance.~~ **ESEE Analysis are a required part of the process of planning for natural resources under Statewide Planning Goal 5, in which the County analyzes the Environmental, Social, Economic and Energy (ESEE) consequences of prohibiting, limiting, or allowing uses that would conflict with protection of a specified Goal 5 resource – for certain resource categories, the local government has the option of forgoing the ESEE analysis and adopting generalized provisions developed by the state.**

Event (Temporary) - A temporary event is one that is held primarily on or is using public property that has an expected attendance of more than fifty ~~{{(50)}}~~, but no more than five-hundred ~~{{(500)}}~~ people, that will not continue for more than seventy-two ~~{{(72)}}~~ hours in any ~~three-month~~ three-month period, and that will be located in a rural or resource area.

Temporary Events are permitted through a [ministerial/Type I] process and are not considered “outdoor mass gatherings” as defined by ORS 433.735 or Agritourism events as provided for by ORS 215.283(4).

Expando - Room or rooms that fold, collapse, or telescope into a mobile home.

Exterior — All outside features of a historic landmark, individually or within a historic district.

Family -- One or two persons with their direct descendants and adopted children (and including domestic employees thereof), together with not more than five (5) persons not so related living together in a room or rooms comprising a single housekeeping unit.-- Every additional group of five (5) or less persons living in such housekeeping unit shall be considered as a separate family.

Family Camp - An area devoted to facilities and equipment for camp purposes for youths and adults, including swimming pools, tennis courts, recreational fields and facilities for meetings, conferences or retreats, including facilities for eating and sleeping accommodations that are provided in connection with the camp ~~(Added 9/18/97).~~

Family Hardship Dwelling -- A mobile home or recreational vehicle used temporarily during a family hardship situation when an additional dwelling is allowed to house aged or infirm person or persons physically incapable of maintaining a complete separate residence apart from their family.-- **The hardship dwelling must be hooked up to the primary dwelling water and sanitary waste system.**

Farm Management Plan -- ~~Shall include information applicable to the specific farm use from the following list: Proof that the parcel is enrolled in a farm deferral program with the Wasco County Assessor; written description of a current farm operation that identifies the number of acres of land in current production, type and number of acres planted to a specific crop; the number of animals grazing or being raised on the farm parcel; existing farm structures (including irrigation sprinklers) supporting the farm use; and any existing water rights. The plan shall include a description of the number of employees working the farm parcel, and their responsibilities. The plan shall include a map that shows the location of all farm activities including but not limited to registered fields (Farm Services Agency map), grazing areas and areas dedicated to farm structures.~~ **A collection of documents and narrative that demonstrate the land is currently employed for the primary purpose of obtaining a profit in money according to methods described by ORS ~~ORS 215.203(2)~~ 215.203(2).**-- For farm dwellings, the farm management plan must demonstrate eligibility to relevant criteria listed in OAR 660-033-0135.

Farm Operator - A person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.

Farm or Ranch Operation - All lots or parcels of land in the same ownership that are used by the farm or ranch operator for farm use as defined in ORS 215.203.

Farm Stand Structure -- A structure that is designed and used for the sale of farm crops and livestock as provided in A-1 zone. A food stand is considered to be a farm stand structure.

Farm Unit - means the contiguous and noncontiguous tracts in common ownership used by the farm operator for farm use as defined in ORS [215.203](#).

Farm Use - The current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof.

- a. Farm use includes the preparation, storage and disposal by marketing or otherwise of the products or by-products raised on such land for human or animal use. Farm use also includes the current employment of land for the primary purpose of obtaining a profit in money by stabling or training equines including but not limited to providing riding lessons, training clinics and schooling shows.
- b. Farm use also includes the propagation, cultivation, maintenance and harvesting of aquatic, bird and animal species that are under the jurisdiction of the State Fish and Wildlife Commission, to the extent allowed by the rules adopted by the commission. Farm use also includes the on-site construction and maintenance of equipment and facilities used for the activities described in this subsection.
- c. Preparation of products or by-products includes but is not limited to the cleaning, treatment, sorting, or packaging of the products or by-products.– Products or by-products raised on such land" means that those products or by-products are raised on the farm operation where the preparation occurs or on other farm land provided the preparation is occurring only on land being used for the primary purpose of obtaining a profit in money from the farm use of the land.
- d. Farm use does not include the use of land subject to the provisions of ORS ~~chapter~~ [321](#) (Timber Taxation), except land used exclusively for growing cultured Christmas trees as defined below or land described in ORS [321.267](#) (3) or [321.824](#) (3).

Cultured Christmas trees means trees:

- a. Grown on lands used exclusively for that purpose, capable of preparation by intensive cultivation methods such as plowing or turning over the soil;
- b. Of a marketable species;
- c. Managed to produce trees meeting U.S. No. 2 or better standards for Christmas trees as specified by the Agriculture Marketing Services of the United States Department of Agriculture; and

- d. Evidencing periodic maintenance practices of shearing for Douglas fir and pine species, weed and brush control and one or more of the following practices: Basal pruning, fertilizing, insect and disease control, stump culture, soil cultivation, irrigation.

Current employment of land for farm use includes:

- a. Farmland, the operation or use of which is subject to any farm-related government program;
- b. Land lying fallow for one year as a normal and regular requirement of good agricultural husbandry;
- c. Land planted in orchards or other perennials, other than land specified in subparagraph (d) of this paragraph, prior to maturity;
- d. Land not in an exclusive farm use zone which has not been eligible for assessment at special farm use value in the year prior to planting the current crop and has been planted in orchards, cultured Christmas trees or vineyards for at least three years;
- e. Wasteland, in an exclusive farm use zone, dry or covered with water, neither economically tillable nor grazeable, lying in or adjacent to and in common ownership with a farm use land and which is not currently being used for any economic farm use;
- f. Except for land under a single family dwelling, land under buildings supporting accepted farm practices, including the processing facilities allowed by ORS [215.213](#) (1)(x) and [215.283](#) (1)(u) and the processing of farm crops into biofuel as commercial activities in conjunction with farm use under ORS [215.213](#) (2)(c) and [215.283](#) (2)(a);
- g. Water impoundments lying in or adjacent to and in common ownership with farm use land;
- h. Any land constituting a woodlot, not to exceed 20 acres, contiguous to and owned by the owner of land specially valued for farm use even if the land constituting the woodlot is not utilized in conjunction with farm use;
- i. Land lying idle for no more than one year where the absence of farming activity is due to the illness of the farmer or member of the farmer's immediate family. For purposes of this paragraph, illness includes injury or infirmity whether or not such illness results in death;
- j. Any land described under ORS [321.267](#)(3) or [321.824](#)(3);

k. Land used for the processing of farm crops into biofuel, as defined in ORS [315.141](#), if:

1. Only the crops of the landowner are being processed;
2. The biofuel from all of the crops purchased for processing into biofuel is used on the farm of the landowner; or
3. The landowner is custom processing crops into biofuel from other landowners in the area for their use or sale.

Accepted Farming Practice - As used in this subsection, “accepted farming practice” means a mode of operation that is common to farms of a similar nature, necessary for the operation of such farms to obtain a profit in money, and customarily utilized in conjunction with farm use.

Farmworker Housing — Housing limited to occupancy by farmworkers and their immediate families, no dwelling unit of which is occupied by a relative of the owner or operator of the farmworker housing.

Fence, Protective - A fence at least six feet tall designed to restrict passage through the fence. A protective fence includes stockade, woven wood, chain link and others, but not split rail or primarily barbed wire.

Fence, Site Obscuring - A fence consisting of wood, metal, or masonry, or an evergreen hedge or other evergreen planting, arranged in such a way as to obstruct vision.

FERC - Federal Energy Regulatory Commission — The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates. FERC also reviews and authorizes liquefied natural gas (LNG) terminals, interstate natural gas pipelines and non-federal hydropower projects. ~~(Added 4/12)~~

Fire District (for the Purpose of Application of Fire Standards) — An actively trained and reporting structural fire protection district having a boundary on file with the State Fire Marshal and recognized as a qualified structural fire protection district by the State Fire Marshal’s Office.

Flood Hazard Related Definitions -

Area of Special Flood Hazard (ASFH) — The land in the flood plain within a community —subject to a one percent or greater change of flooding in any given year. Designation on maps always includes the letters A or V.

———**Base Flood** — The flood having a one percent chance of being equaled or exceeded in —any given year.— Also referred to as the “100 year flood”.— Designation on maps always —includes the letters A or V.

———**Base Flood Elevation (BFE)** — The computed elevation to which floodwater is anticipated —to rise during the Base Flood.— Base Flood Elevations (BFEs) are shown on Flood —Insurance Rate Maps (FIRMs) and on the flood profiles.

———The BFE is the regulatory requirement for the elevation or flood proofing of structures.—The relationship between the BFE and a structure’s elevation determines the flood ——insurance premium.

———**Elevated Building** (for Insurance Purposes) — A non-basement building that has its ——lowest elevated floor raised above ground level by foundation walls, shear walls, posts, —piers, pilings, or columns.

———**Flood or Flooding** — A general and temporary condition of partial or complete ——inundation of —normally dry land areas from:

a. The overflow of inland or tidal waters and/or

a.b. The unusual and rapid accumulation or runoff of surface waters from any source.

———**Flood Insurance Rate Map (FIRM)** — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones —applicable to the community.

———**Flood Insurance Study** — The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary Map, and the water surface elevation of the Base Flood.

———**Flood-Resistant Material** — Any building product capable of withstanding direct and prolonged (at least 72 hours) contact with floodwaters without sustaining significant damage (any damage requiring more than low-cost cosmetic repair such as painting.)

———**Lowest Floor** - The lowest floor of the lowest enclosed area (including basement).— An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non elevation design requirements of this ordinance found at Section 3.743 E — Specific Standards.

———**Raised Structure** — A non-basement structure that has its lowest elevated floor raised a minimum of one foot above the Base Flood Elevation.

———**Regulatory Floodway** — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floor Area - The sum of the horizontal areas of each floor of a building, measured from the interior faces of the exterior walls.

Flow — See Hydroelectric Related Definitions

Footprint – The area within the perimeter of a building measured at the foundation and including such features as attached roofed areas and cantilevered floor areas. The term footprint shall not include uncovered patios, decks, uncovered stoops or stairs, or roof eaves.

Forest Farm Management Easement — A binding document, to be recorded in the deed records of Wasco County, and prohibiting the landowner and landowner’s successors in interest from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).

Forest Land Related Definitions -

———~~Auxiliary~~**Auxiliary** — A use or alteration of a structure or land which provides help or is directly associated with the conduct of a particular forest practice.— An ~~auxiliary~~**auxiliary** structure is located on site, temporary in nature, and is not designed to remain for the forest’s entire cycle from planting to —harvesting.— An ~~auxiliary~~**auxiliary** use is removed when a particular forest practice has concluded.

———**Forest Tree Species** — Trees recognized under rules adopted under ORS [527.620](#) for commercial production.

———**Forest Operation** — Any commercial activity relating to the establishment, management, or harvest of forest tree species as defined in ORS [527.620](#) (6).

———**Temporary** (Forest Zones) — A structure or use used, located or enjoyed for a period of time not to exceed the length of the particular forestry operation or duration of an —emergency response including clean-up and restoration work.— Any structure associated with a temporary use in the —F-1 zone shall not be located on a permanent foundation.

Forest Lands - As defined in Goal 4, are those lands acknowledged as forest lands, or, in the case of a plan amendment. Forest lands shall include: (1) Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and (2) Other forested land that maintain soil, air, water, and fish and wildlife resources.

Foster Home - A home licensed by the State and providing shelter and food to not more than five (5) persons in addition to the primary owner or occupant of the home.

Frontage - All the property fronting on one (1) side of a street between intersecting or intercepting streets, or between a street and a right of way, waterway and/or dead end street shall determine only the boundary of the frontage on the side of the street which it intercepts.

Future Street — See Road and Access Easement Related Definitions

Garage, Public — A structure in which are provided facilities for the repair of motor vehicles, including body and fender repair, painting, rebuilding, reconditioning, upholstering, or other vehicle maintenance repair, or where such vehicles are parked or stored.

Golf Course - An area of land with highly maintained natural turf laid out for the game of golf with a series of 9 or more holes, each including a tee, a fairway, a putting green, and often one or more natural or artificial hazards.

Grade (Adjacent Ground Elevation) — See Flood Hazard Related Definitions

Grid - The utility distribution system.— The network that connects electricity generators to electricity users.—(Added 4/12)

Gross Building Area — The total area taken on a horizontal plane at the mean grade level of the principal building, and all accessory buildings, exclusive of uncovered porches, terraces, steps, roof overhang and balconies.

Group Day Care Home — A facility located in a single family dwelling that is certified by the Children's Services Division to care for six (6) to twelve (12) children under the age of thirteen (13) at one time.— A group day care home must be within the home of the care provider, and is considered a residential use in residential and commercial zones.—(Added 2/89)

Group Home — A licensed home maintained and supervised by adults for the purpose of providing care, food and lodging for retarded adults, elderly persons, or children under the age of eighteen (18) years, unattended by parent(s) or guardian(s) where the number of unrelated persons living together as one household commonly exceeds five.

Guest House - Living quarters within a separate structure, with no kitchen or kitchen facilities, located on the same lot-of-record with the primary dwelling, and occupied solely by members of the owner's family or temporary guests.— Such quarters shall not be rented or otherwise used as a separate dwelling unit.— See Section 4.170 for "Guest House" development standards.
(Revised 1/92)

Guest Lodging Unit — A room in a lodge, bunkhouse, cottage or cabin used only for transient overnight lodging and not for a permanent residence.

Guest Ranch — A facility for guest lodging units, passive recreational activities described in ORS [215.461\(6\)](#) and food services described in ORS [215.461\(7\)](#) that are incidental and accessory to an existing and continuing livestock operation that qualifies as a farm use.

Guy Wire - A cable or wire used as a semi flexible tension support between a guy anchor and a tower.

Half Street - See Road and Access Easement Related Definitions

Head — See Hydroelectric Related Definitions

Health Officer - The Wasco Sherman County District Health Unit Officer.

Height of Building - The vertical distance measured from the adjoining curb level to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof, and to the mean height level between the eaves and ridge for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

Height of Tower — See Wind Power Related Definitions

High Value Farm Land (Per OAR [660-33-020\(8\)\(a\)](#)) - Means land in a tract composed predominantly of soils that are:

- a. Irrigated and classified prime, unique, Class I or II; or
- b. Not irrigated and classified prime, unique, Class I or II.

———In addition to that land described above, high value farmland, if in Eastern Oregon,
———includes tracts growing specified perennials as demonstrated by the most recent aerial
———photography of the Agricultural Stabilization and Conservation Service of the U.S.
———Department of Agriculture taken prior to November 4, 1993.— "Specified perennials"
———means perennials grown for market or research purposes including, but not limited to,

—nursery stock, berries, fruits, nuts, Christmas trees, or vineyards, but not including seed
—crops, hay, pasture or alfalfa. ~~(Added 12/96)~~

High Water Line or Mark - The highest water level a stream or lake reaches during normal seasonal run off.

Historic Landmark — A district, corridor, ensemble, building, portions of building, site, landscape feature, cemetery, bridge, sign, plaque, archaeological site or artifact, or other objects of historical and/or architectural significance, locally, regionally, or nationally designated by the Landmarks Commission and County Court under Section 5.080 of this ordinance.

Historic Resources — Include, but are not limited to, districts, corridors, ensembles, buildings, portions of buildings, sites, landscape features, cemeteries, bridges, signs, plaques, archaeological sites or artifacts, or other objects of historical and/or architectural significance, locally, regionally, or nationally.

Historic Significance — Those historic landmarks which have a relationship to events or conditions of the human past.— The historic resource (1) has character, interest or value, as part of the development, heritage or cultural characteristic of the county, state, or nation; (2) is the site of a historic event with an effect upon society; (3) is identified with a person or group of persons who had an influence on society; or (4) exemplifies the cultural, political, economic, social, or historic heritage of the community.

Home Occupation - Any lawful activity carried on within a dwelling or other building normally associated with uses permitted in the zone and which said activity is secondary to the primary use of the property for residential purposes.

~~(Revised 1/92)~~

Horticulture - The cultivation of plants, garden crops, trees and/or nursery stock.

Hospital (General) — See Medical Facility Related Definitions

Hospital (Mental) — See Medical Facility Related Definitions

Hotel — A building or portion thereof of more than five (5) sleeping rooms designed or used for occupancy of individuals who are lodged with or without meals, and in which no provision is made for cooking in any individual room or suite.

Hunting Preserve - Pursuant to ORS [497.248](#) Subsections (1) - (4).— The Oregon Department of Fish and Wildlife Commission issues a private hunting preserve license if the preserve contains not more than 1,280 acres and is on one continuous tract of land owned by the applicant or leased by the applicant for a period of at least five years.

Hunting, fishing or shooting preserve - Shall comply with provisions of OAR [635-047](#).

Hydroelectric Related Definitions -

———**Flow** - The volume of water passing through a hydroelectric facility during a given period.— Flow is expressed in cubic feet per second.

———**Head** - The vertical distance from the highest water level of a dam, diversion, or intake for a hydroelectric facility to the elevation where water from the facility is discharged.— Head is expressed in feet.

———**Hydroelectric Facility** — All aspects of a project necessary for or related to power generation including, but not limited to, the generator, dams, diversions, impoundments, conduits, penstocks, fish ladders, navigation locks, fish screens, recreation facilities, transmission facilities and related buildings, structures and storage areas.

———**Theoretical Horsepower** - The product of the flow used by a hydroelectric facility, expressed in cubic feet per second, multiplied by the head, expressed in feet, divided by 8.8.

Immediate Family Member - Family member of the first degree of kinship or equivalent thereof.

Improvement or Repair Costs — The cost to improve or repair a structure.— This is used to determine if the proposed repairs and/or improvements constitute Substantial Damage and/or Substantial Improvement.

Improvement or Repair Costs include but are not limited to structural elements, footings, concrete slabs, attached decks and porches, interior partition walls, wall finishes, windows, doors, roofing materials, flooring, sub-flooring, cabinets, utility equipment, and labor.

Improvement or Repair Costs exclude plans, surveys, permitting costs, post-emergency debris removal and clean-up, landscaping, sidewalks, fences, yard lights, pools, detached structures, and landscape irrigation systems.⑨

Industrial - The use of land or structures to treat, process, manufacture, or store materials or products.—(Added 2/89)

Inverter - A device that converts direct current (DC) to alternating current (AC).—(Added 4/12)

Irrigated - means watered by an artificial or controlled means, such as sprinklers, furrows, ditches, or spreader dikes. An area or tract is "irrigated" if it is currently watered, or has established rights to use water for irrigation, including such tracts that receive water for irrigation from a water or irrigation district or other provider. For the purposes of this division, an area or tract within a water or irrigation district that was once irrigated shall continue to be considered "irrigated" even if the irrigation water was removed or transferred to another tract.

Joule - Amount of work done by a force of one newton moving an object through a distance of one meter. ~~(Added 4/12)~~

Judicially Noticeable — Per ORS 40.065, a judicially noticed fact must be one not subject to reasonable dispute in that it is either: (1) Generally known within the territorial jurisdiction of the trial court; or (2) Capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.

Junk Yard - Any property where persons are engaged in breaking up, dismantling, sorting, distributing, buying or selling of any scrap, waste materials or junk.

~~**Kennel** — The operation of any business or the participation in any activity in which five (5) dogs with permanent canine teeth, or which are more than six (6) months of age, are kept on the premises.~~

Kennel (Commercial): The operation of any business in which five or more dogs or cats with permanent teeth, or which are more than six months of age, are boarded for profit.

Kennel (Non-Commercial): A premise on which five or more dogs or cats with permanent teeth, or which are more than six months of age, are kept for purposes other than boarding for profit.— Other purposes include show, hunting, stock raising, or other personal use.— Dogs maintained for agricultural purposes are considered a farm use.— This term does also not include an animal hospital.— This is permitted without review.

Kennel (Breeding): Breeding kennels are any establishments where non-agricultural animals are kept for breeding purposes, commercial or non-commercial.— These are reviewed as major home occupations.

Kilovolt (kV) - The unit of voltage of potential difference which equals 1,000 volts.

Kilowatt (kW) - A measure of power for electrical current (1,000 watts). ~~(Added 4/12)~~

Kilowatt-hour (kWh) - A measure of energy equal to the use of one kilowatt in one hour. ~~(Added 4/12)~~

Kitchen - A place where food is cooked or prepared as well as the place where the facilities and equipment used to cook, prepare and store food are located. ~~(Added 1/92)~~

Land Use Action - Land use action includes any consideration for approval of a quasi-judicial plan amendment or zone change, any consideration for approval of a land use permit, and any consideration of a request for a declaratory ruling.

~~**Landmarks Commission** — "Landmarks Commission" shall mean the Wasco County Historic Landmarks Commission.~~

Landscaping - Improving the aesthetics of a piece of land by the grading, clearing and use of natural or artificial material.

Legislative Change - Generally involve broad public policy decisions that apply to other than an individual property owner.— These include, without limitation, amendments to the text of the Comprehensive Plan, Land Use and Development Ordinance, and changes to zoning maps not directed at a small number of property owners.

Livestock (Guest Ranches) — For the purpose of a guest ranch (ORS 215.461) livestock includes cattle, sheep, horses and bison.

Loading Space - An off street space or berth on the same lot or parcel with a building or use, or contiguous to a group of buildings or uses, for the temporary parking of a vehicle while loading or unloading persons, merchandise or material, and which space or berth abuts upon a street, alley or other appropriate means of ingress and egress.

Local Access Road — See Road and Access Easement Related Definitions

Local Road or Street - A See Road and Access Easement Related Definitions

Lot Related Definitions -

~~—— **Corner Lot** - A lot at least two adjacent sides of which abut streets other than alleys, provided the angle of intersection of the adjacent street does not exceed 135 degrees.~~

—— **Lot** - A unit of land that is created by a subdivision of land.

—— **Lot Area** - The total horizontal area within the lot lines of a lot.

—— **Lot (Corner)** - A lot fronting on two ~~(2)~~ or more streets at their junction, said streets —— forming with each other an angle of ~~forty five (45)~~ degrees up to and including ~~one hundred thirty five (135)~~ degrees.

—— **Lot Depth** - The perpendicular distance measured from the mid-point of the front lot ——line to the mid-point of the opposite lot line.

—— **Lot (Interior)** - A lot other than a corner lot.

—— **Lot Lines** - The lines bounding a lot as defined herein.

—— **Lot Line (Front)** - In the case of an interior lot, a line separating the lot from the street; and in the case of a corner lot, a line separating the narrowest frontage of the lot from ——the street.

—— **Lot Line (Rear)** -- The line dividing one lot from another and on the opposite side of the ——lot from the front lot line, and in the case of an irregular or triangular shaped lot, a line ——ten (10) feet in length within the lot parallel to and at the ——maximum distance from the ——front lot line.

—— **Lot Line (Side)** -- In the case of an interior lot, a line separating one lot from the abutting ——lot or lots fronting on the same street, and in the case of a corner lot, a line separating ——one lot from the abutting lot or lots fronting on the same street.

—— **Lot (Through)** - An interior lot having frontage on two (2) streets.

—— **Lot Width** - The horizontal distance between the side lot lines measured at right angles ——to the lot depth at a point midway between the front and rear lot lines.

—— **Reversed Corner Lot** - A corner lot where the street side line is substantially a ——continuation of the front lot line of the first lot to its rear.

Lowest Floor - See Flood Hazard Related Definitions

LUDO —— Wasco County's Land Use and Development Ordinance

Major Modification - A significantly modified application greatly differs from the application that was deemed complete. Such differences may include the land use; size, height, and/or design of proposed structures; location of uses and structures on the site; or other such characteristics of the proposal. Major modifications may alter which approval criteria and development standards apply to the development proposal.

Manufacture - The processing or converting of raw, unfinished, or finished materials or products or any combination thereof into an article or substance of different character, or for use for a different character or purpose. ~~(Added 2/89)~~

Manufacture (Psilocybin) - The manufacture, planting, cultivation, growing, harvesting,

production, preparation, propagation, compounding, conversion or processing of a psilocybin product, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the psilocybin product or labeling or relabeling of its container

Manufactured Home – A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.– The term “manufactured home” does not include a “recreational vehicle.”

Manufactured Home Park or Subdivision – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.– (Approval of any New or expansion of a manufactured home park or subdivision within the ASFH must be reviewed through the Administrative Variance provisions (Chapter 6 and 7) of the Wasco County Land Use and Development Ordinance.)

Map - A final diagram, drawing or other writing concerning a land division.

Marijuana - The plant Cannabis family Cannabaceae, any part of the plant Cannabis family Cannabaceae, and the seeds of the plant Cannabis family Cannabaceae. Marijuana does not include industrial hemp as defined in ~~Oregon Revised Statutes~~ [ORS 571.300](#).

Marijuana Items - Marijuana, cannabinoid products, cannabinoid concentrates, and cannabinoid extracts.

Marijuana Processing - The processing, compounding, or conversion of marijuana into cannabinoid products, cannabinoid concentrates, or cannabinoid extracts, provided that the marijuana processor is licensed by the Oregon Liquor Control Commission or registered with the Oregon Health Authority.

Marijuana Production - The manufacture, planting, cultivation, growing, trimming, harvesting, or drying of marijuana, provided that the marijuana producer is licensed by the Oregon Liquor Control Commission, or registered with the Oregon Health Authority and a “person designated to produce marijuana by a registry identification cardholder.”

Marijuana Retailing - The sale of marijuana items to a consumer, provided that the marijuana retailer is licensed by the Oregon Liquor Control Commission or registered with the Oregon Health Authority.

Marijuana Wholesaling - The purchase of marijuana items for resale to a person other than a consumer, provided that the marijuana wholesaler is licensed by the Oregon Liquor Control Commission.

Matching or Like Materials - Materials that duplicate the original material in size, shape, composition, and texture as closely as possible.

Medical Facility Related Definitions —

——**Clinic** - Single or multiple offices for physicians, surgeons, dentists, chiropractors, osteopaths, and other members of the healing arts, including a pharmacy in any such building.

——**Hospital (General)** - An institution providing health services, primarily for in patients, and medical, psychiatric or surgical diagnosis and care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, outpatient facilities, central service facilities, retail facilities, for the needs of patients, staff and doctors' offices, and residential facilities for staff and patients.

——**Hospital (Mental)** - A hospital used exclusively for the treatment of persons suffering from nervous or mental disorders.

——**Veterinary Hospital** - An institution providing overnight medical services for sick and injured animals, and including such related facilities as laboratories, X ray, and boarding.

——**Veterinary Office** - An office which provides medical services for sick and injured animals on an outpatient basis.

Medical Hardship — Means a temporary circumstance caused by serious illness or infirmity, not to exceed two years in duration, and authorized by a licensed medical practitioner (Medical Doctor, Physician's Assistant or Nurse Practitioner).

Megawatt (mW) - The electrical unit of power which equals 1,000,000 watts.

Metes and Bounds - The method used to describe a tract or tracts of land for the purposes of ownership or for building development, as contrasted with the description of a part of a properly approved and recorded subdivision plat by the lot number and block designation.

Meteorological Tower - The tower and any of the following: base plate, anchors, guy cables and hardware, anemometers (wind speed indicators), temperature and pressure sensors, other weather measuring devices attached to the tower, wind direction vanes, booms to hold equipment anemometers and vanes, data logger, instrument wiring, and any telemetry devices that are used to monitor or transmit weather information at a given location. ~~(Added 4/12)~~

Military Training Route (MTR) – Aerial corridors in the U.S. for military training operations.

Minor Modification - Minor modifications involve a limited number of changes from the original application and typically should not alter any approval criteria and development standards which apply to the development proposal.

Mobile Home -

- a. A residential trailer, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed before January 1, 1962.
- b. A mobile house, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.
- c. A manufactured home, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed in accordance with federal manufactured housing construction and safety standards regulations in effect at the time of construction. ~~(revised 2/89)~~

Mobile Home Community - A mobile home development and related utilities and facilities, including the mobile homes and all of the people living within the development.

Mobile Home for Storage - Mobile homes may not be used as storage buildings in any zone.

Mobile Home Lot - A parcel of land for the placement of a mobile home and the exclusive use of its occupants.

Mobile Home Park - Any place where four (4) or more mobile homes are located within five hundred (500) feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

Mobile Home Space - A plot or parcel of land within the mobile home park, designed to accommodate one (1) mobile home.

Mobile Home Stand - That part of a mobile home space which has been reserved for the placement of the mobile home, appurtenant structures, or additions.

Modular Unit - A fabricated, transportable building unit, other than a mobile home, designed to be incorporated at a building site into a structure to be used for residential and/or commercial, industrial, or agricultural purposes, with all of the following characteristics:

- a. Having an electrical meter base permanently attached to the structure.
- b. Designed and built to the specification of the State or County Building Code for conventional structures in effect at the time of its construction.
- c. Having a permanent foundation.

Motel - A building or series of buildings in which lodging only is offered for compensation and which may have more than five sleeping rooms or units for this purpose and which is distinguished from a hotel primarily by reason of providing direct independent access to and adjoining parking for each rental unit designed primarily for automobile tourists and transient persons. The term includes auto courts, tourist courts, tourist homes, and motor lodges.

Motor Home - A self-propelled recreation vehicle that is not used as a permanent residence.

Nacelle — See Wind Power Related Definitions

Natural Areas - Land areas reserved from development or modification for the protection of animal species and other natural areas as identified in the Wasco County Comprehensive Plan.

Neighborhood - In relation to Nonconforming Uses a neighborhood shall include the surrounding areas whose use and enjoyment of their property would be materially impacted as a result of the proposed alteration.

Negotiate - Any activity preliminary to the execution of a binding agreement for the sale of land in a subdivision or partition, including but not limited to, advertising, solicitation, and promotion of such sale of land.

Net Metering Power Facility - A facility for the production of energy that:

- a. Generates energy using means listed in ORS or OAR such as solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel as authorized by ORS [215.203\(2\)\(b\)\(K\)](#) in all zones which allow "Farm Use" and [215.283\(1\)\(r\)](#) in the Exclusive Farm Use zone;

- b. Is intended to offset part of the customer-generator's requirements for energy;
- c. Will operate in parallel with a utility's existing transmission and distribution facilities;
- d. Is consistent with generating capacity as specified in ORS [757.300](#) and/or OAR [860-039-0010](#) as well as any other applicable regulations;
- e. Is located on the same tract as the use(s) to which it is accessory and the power generating facility, tract, and use(s) are all under common ownership and management.

See "Non-Commercial/Stand Alone Power Generating Facility", "Commercial Power Generating Facility" and "Small Scale Commercial Power Generating Facility" for additional definitions related to energy production. ~~(Added 4/12)~~

Non-Commercial/Stand-Alone Power Generating Facility -

- a. Generates energy using means listed in ORS or OAR such as solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel as authorized by ORS [215.203\(2\)\(b\)\(K\)](#) in all zones which allow "Farm Use" and [215.283\(1\)\(r\)](#) in the Exclusive Farm Use zone;
- b. Is intended to provide all of the generator's requirements for energy for the tract or the specific lawful accessory use that it is connected to;
- c. Operates as a standalone power generator not connected to a utility grid; and
- d. Is located on the same tract as the use(s) to which it is accessory and the power generating facility, tract, and use(s) are all under common ownership and management.

See "Net Metering Power Facility", "Commercial Power Generating Facility", and "Small Scale Commercial Power Generating Facility" for additional definitions related to energy production. ~~(Added 4/12)~~

New Construction — Structures for which the lawful "start of construction" commenced on or after the effective 1 June 2010.

~~Non-conforming~~ **Conforming Structure or Use** - A lawful existing structure or use at the time this Ordinance or any amendment thereto becomes effective, which does not conform to the requirements of the zone in which it is located.

Non-Resource Zones - Zones within the jurisdiction of this ordinance that are not protected by either Oregon Land Use Planning Goal 3, Agricultural Lands or Goal 4, Forest Lands. ~~(Added 4/12)~~

Nursing Home — Any home or institution maintained or operating for the nursing and care of four (4) or more ill or infirm adults, not requiring hospital care or hospital facilities.

NRCS Web Soil Survey — Official source of certified soils data available online that identifies agricultural land capability classes, developed and maintained by the Natural Resources Conservation Service as of January 1, 2016, for agricultural soils that are not high-value, and as of December 6, 2007, for high-value agricultural soils.

Official Map - Specifically describes the location of streets, highways, public parks, drainage systems and other public installations, both existing and planned, in the community.— Once land has been placed on the official map, the Ordinance so providing restricts any further construction with the planned rights of way.— The Official Map helps to implement the comprehensive plan.

Opaque - Not clear enough to see through or allow light through.

Open Play Field - A large, grassy area with no structural improvements intended for outdoor games and activities by park visitors. The term does not include developed ballfields, golf courses or courts for racquet sports.

Operational High Pool Elevation (EPD 6) - The high pool elevation for Pine Hollow and Rock Creek Reservoirs shall be considered to be the approved operational outfall elevation determined by Oregon Water Resources Department.

ORS - The Oregon Revised Statutes.

Outdoor Mass Gathering (OMG) - A gathering, as defined by ORS 433.735, that is an actual or reasonably anticipated assembly of more than 3,000 persons which is held primarily in open spaces and not in any permanent structure and within any three-month period is expected to continue for more than 24 hours and not more than 120 hours, excluding hours required for ingress to and egress from a gathering that is located on lands zoned for exclusive farm use that are 60 miles or farther from the nearest interstate highway.

Owner — The individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

~~(Legal)~~ **Parcel (Legal)** - A unit of land created as follows:

- a. A lot in an existing, duly recorded subdivision; or
- b. A parcel in an existing, duly recorded major or minor land partition; or
- c. By deed or land sales contract prior to September 4, 1974.

A unit of land shall not be considered a separate parcel simply because the subject tract of land;

- a. Is a unit of land created solely to establish a separate tax account;
- b. Lies in different counties;
- c. Lies in different sections or government lots;
- d. Lies in different land use or zoning designations; or
- e. Is dissected by a public or private road.

OWRD - Oregon Water Resources Department. ~~(Added 4/12)~~

Parcel — Per ORS 92.010, a parcel is a single unit of land that is created by a partition of land.

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Park (Model) Trailer - Means a vehicle built on a single chassis, mounted on wheels, designed to provide recreational, seasonal or temporary living quarters which may be connected to utilities necessary for operation of installed fixtures and appliances and with a gross trailer area not exceeding 400 square feet when in the setup mode.— Such a vehicle shall be referred to, and identified by the manufacturer or converter, as a recreational vehicle. (OAR-918-500-0005 (30))”

Parking Lot (Private) - Open off street area used for temporary parking of more than three (3) automobiles, and available with or without charge, and with the permission of owner only.

Parking Lot (Public) - Open off street area used for temporary parking of more than three (3) automobiles, and available for public use with or without charge.

Parking Space - A minimum gross area available for the parking of a standard American automobile.

Parkway - A parklike major thoroughfare with broad rights of way and wide median areas, designed and landscaped to furnish a safe and pleasing drive between parks, scenic areas and principal objectives.

Partition - Either an act of partitioning land or an area or tract of land partitioned as defined in this section. ~~(Revised 1/92)~~

Partition Land - To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. - "Partition land" does not include divisions of land resulting from the creation of cemetery lots; and "partition land" does not include any adjustment of a lot line by the relocation of a common boundary where any additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by an applicable zoning ordinance. - "Partition land" does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.

Party - With respect to administrative actions, the following persons or entities only, who file a timely statement or request for hearing as provided by general provisions of this Ordinance, are hereby defined as a party:

- a. The applicant and all owners or contract purchasers of record, as shown in the files of the Wasco County Assessor's Office, of the property which is the subject of the application.
- b. All property owners of record, as provided in (a) above, within the notification area, as described in Section 2.080 A 2, of the property which is the subject of the application.
- c. A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to ORS [197.160](#).
- d. Any affected unit of local government or public district or state or federal agency.
- e. Any other person, or his representative, who is specifically, - personally or adversely affected in the subject matter, as determined by the Approving Authority. ~~(Revised 1/92)~~

Pathway - A walkway conforming to Chapter 21 that is not within a street right-of-way.

Pedestrian Way - A way or right of way for pedestrian traffic.

Person - An individual, firm, partnership, corporation, company, association, syndicate, or any legal entity, and including any trustee, receiver, assignee, or other similar representative thereof.

Person Designated to Produce Marijuana by a Registry Identification Cardholder -

A person designated to produce marijuana by a registry identification cardholder under ~~Oregon Revised Statutes~~ [ORS 475.304](#) who produces marijuana for a registry identification cardholder at an address other than the address where the registry identification cardholder resides.

Place of Public Assembly - A structure which is designed to accommodate more than ~~twenty~~ **twenty-five** (25) persons at one time for such purposes as deliberation, education, worship, shopping, entertainment or amusement.

Planned Unit Development Definitions :-

—— **Gross Acreage** - The acreage of the entire PUD, less the acreage devoted to streets, public or semi-public buildings, kindergarten or day care centers, and commercial uses.

Homeowners' Association — A nonprofit corporation, membership in which is mandatory for owners of PUD residences, and which is responsible for maintaining common open space and private streets.

Landscape Features - Natural features of the PUD site, including waterways, wetlands, rock outcroppings, forest areas and significant wildlife habitat areas.

Net Acreage - The acreage of the PUD devoted to residential use, including residential building sites, private open space and driveways.

Open Space - Land not covered by buildings or structures, except minor recreational structures.— Open Space does not include streets, driveways, parking lots, or loading areas.— Landscaped roof areas devoted to recreational or leisure time activities, freely accessible to residents, may be counted as open space at a value of fifty percent (50%) of actual roof area devoted to these uses.

- a. **Common Open Space**:— open space reserved primarily for the leisure and recreational use of all PUD residents, and owned and maintained in common by them through a homeowner's association.
- b. **Private Open Space**:— open space located immediately adjacent to an individual dwelling unit, owned and maintained by the owners of the dwelling unit, and reserved exclusively for the use of the residents of the dwelling unit.

—— **Public Open Space**:— open space designed primarily for use by residents of a PUD, dedicated in fee to a public agency, and maintained by the agency.

c.

Planning Commission - Wasco County Planning Commission.– **The Planning Commission is an appointed body of volunteer representatives from various locations and professions in the County that reviews and makes decisions on quasi-judicial decisions. (Added 4/12) The Planning Commission also serves as the recommending body to the BOCC for legislative actions.**

Planning Control Area - An area in a state of incomplete development within which special control is to be exercised over land partitioning.

Planning Director – **Wasco County Planning Director or their designee that fulfills the role described by ORS 215.042.**

Planning Department - Wasco County Planning Department.–(Added 4/12)

Plat – A special and final map, diagram or drawing of a subdivision, major or minor partition prepared from completed information, containing writings, descriptions, locations, specification, dedications, provisions, and information concerning a subdivision, being drawn to scale to geometrically represent defined land and setting forth all mathematical data necessary to the identification, location and perpetuation of the various land boundaries indicated thereon, without recourse to supplementary metes and bounds description for conveyances.

Porch - Outside walking area, the floor of which is elevated more than eight (8) inches from the ground.

Power - The rate at which work is performed or energy is converted.–(Added 4/12)

Pre-Application Conference - **Pre-application conferences are intended to provide applicants with an opportunity to meet with County staff to discuss proposed projects in order to: familiarize applicants with the substantive and procedural requirements of this Ordinance; to provide for an exchange of information regarding applicable elements of the Comprehensive Plan, and development standards; to identify policies and regulations that create opportunities or pose significant constraints for the proposal; and to discuss procedures prior to filing a land use permit application.**

Premises (Psilocybin) – (A) All public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms and storerooms;

(B) All areas outside a building that the Oregon Health Authority has specifically licensed for the manufacturing of psilocybin products or the operation of a psilocybin service center; and

(C) For a location that the authority has specifically licensed for the operation of a psilocybin service center outside a building, that portion of the location used to operate the psilocybin

service center and provide psilocybin services to clients.

Does not include a primary residence.

Primary Processing of Forest Products - The initial treatments of logs or other forest plant or fungi materials to prepare them for shipment for further processing or to market, including, but not limited to, debarking, peeling, drying, cleaning, sorting, chipping, grinding, sawing, shaping, notching, biofuels conversion, or other similar methods of initial treatments.

Principally Engaged in Farm Use - As it refers to primary farm dwellings and accessory farm dwellings, a person is principally engaged in the farm use of the land when the amount of time that an occupant of the dwelling is engaged in farm use of the property is similar to the average number of hours that is typically required for a full-time employee of the relevant type of farm use, whether that person is employed off the farm or not. Only one resident of a household needs to meet the “principally engaged” test, or the test may be met collectively by more than one household member.

Private Easement Road — See Road and Access Easement Related Definitions

Private Park - Land that is used for low impact casual recreational uses such as picnicking, boating, fishing, swimming, camping, and hiking or nature-oriented recreational uses such as viewing and studying nature and wildlife habitat, and may include play areas and accessory facilities that support the activities listed above, but does not include tracks for motorized vehicles or areas for target practice or the discharge of firearms.

Private Road - See Road and Access Easement Related Definitions

Property Line Adjustment - The relocation of a common property line between two abutting properties where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any additional zoning regulations.

Psilocybin – Psilocybin or psilocin.

Psilocybin Service Center: An establishment at which administrative sessions are held and at which other psilocybin services may be provided.

Psilocybin services – Services provided to a client before, during, and after the client’s consumption of a psilocybin product including a preparation session, an administration session and an integration session.

Public Park - A public area intended for open space and outdoor recreation use that is owned and managed by a city, county, regional government, state or federal agency, or park district

and that may be designated as a public park in the applicable comprehensive plan and zoning ordinance.

Public Road — See Road and Access Easement Related Definitions

Radar line of sight or radar horizon – A critical area of performance for aircraft detection systems defined by the distance at which the radar beam rises enough above the Earth’s surface to make detection of a target at low level impossible. The North American Aerospace Defense Command (NORAD) is the advising organization to determine radar line of sight and potential interference.

Raised Structure — See Flood Hazard Related Definitions

Ramada - A freestanding roof or shade structure installed above the roof of a mobile home that provides protection from rain, snow, sun or other forms of inclement weather.

Recreational Vehicle or Camping Vehicle - A vacation trailer or other unit with or without motive power which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, but not for residential purposes, and is identified as a recreational vehicle by the manufacturer.— A recreational or camping vehicle shall be considered a dwelling unit if any of the following are true:

a. It is connected to a sewer system (including septic tank) except for the purpose of **a one-time event of** emptying the holding tanks; after such time it must be disconnected;

~~b.~~ It is connected to water or electrical lines except for purposes of charging the batteries or filling water tanks; after such time it must be disconnected;

~~c.b.~~

~~NOTE: Allowances can be made for subsections a and b above if in the opinion of the Compliance Officer evidence suggests that the use of the RV is occasional and temporary for the purpose of accommodating visitors~~

~~d.c.~~ It is occupied for more than 60 days, on the same property, in any consecutive ~~12~~ **12-month** month period; or

~~e.d.~~ It is parked on property that is without a legally placed dwelling for more than 30 days during any ~~6-month~~ **6-month** period.

Recreational Vehicle (Flood Hazard Overlay Section only) — A vehicle which is:

a. Built on a single chassis; and

b. 400 square feet or less when measured at the largest horizontal projection; and

c. Designed to be self-propelled or permanently towable by a light duty truck; and

d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Recreational Vehicle Park — A lot or tract where the primary land use is the parking, on a fee or other basis, occupied by motor homes, truck campers, travel trailers, or other recreational vehicles.

Regulatory Floodway — See Flood Hazard Related Definitions

Rehabilitation — The return of property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use and preserves the property's historic value.

Related or Supporting Facilities to a Commercial Power Generating Facility - Any structure, proposed to be constructed or substantially modified in connection with the construction of a commercial power generating facility, including associated transmission lines, power collector lines, substations connected to the power generating facility, meteorological towers (not including meteorological towers applied for independent of the commercial power generating facility), data collection & operating systems, construction staging & laydown areas, storage facilities, intake structures, road and rail access, barge basins, operation & maintenance buildings, and other accessory structures and buildings.— A related or supporting facility is considered “in connection with the construction of the commercial power generating facility” if it would not be built or substantially modified but for construction or operation of the energy facility.

“Related or supporting facilities” does not include geothermal or underground gas storage reservoirs, production, injection or monitoring wells or wellhead equipment or pumps or any structure existing prior to construction of the energy facility, unless such structure must be significantly modified solely to serve the energy facility. ~~(Added 4/12)~~

Renewable Energy Facility – (ORS 215.446)

a. **A solar photovoltaic power generation facility using:**

1. **More than 100 acres but not more than 160 acres located on high-value farmland as defined in ORS 195.300;**
2. **More than 100 acres but not more than 1,280 acres located on land that is predominantly cultivated or that, if not cultivated, is predominantly composed of soils that are in capability classes I to IV, as specified by the National Cooperative Soil**

Survey operated by the Natural Resources Conservation Service of the United States Department of Agriculture; or

3. More than 320 acres but not more than 1,920 acres located on any other land.

b. An electric power generating plant with an average electric generating capacity of at least 35 megawatts but less than 50 megawatts if the power is produced from geothermal or wind energy at a single plant or within a single energy generation area.

Replat - The act of platting the lots, parcels and easements in a recorded subdivision or partition plat to achieve a reconfiguration of the existing subdivision or partition plat, or to increase or decrease the number of lots in a subdivision., or to correct an irregularity or error in the original plat. (Added 1/92)

Reserved Open Space - Land areas reserved through public dedication, public ownership, easements, covenants, or other devices for public use and limited development.

Residential Trailer - A portable residence that is transportable on public highways by permanently attached axles, the dimensions of which do not exceed ~~thirty-two~~ **thirty-two** (32) feet in length, or eight (8) feet in width, or any equivalent dimension combination.

Resource Zones - Zones within the jurisdiction of this ordinance that are protected by either Oregon Land Use Planning Goal 3, Agricultural Lands or Goal 4, Forest Lands. (Added 4/12)

Restaurant - A public establishment for the purpose of selling meals to customers.

Restoration — The process of accurately recovering the form and details of a property and its setting as they appeared at a particular historic period by means of the removal of later works or the replacement of missing earlier work.

Retirement Center - A building or group of buildings containing separate dwelling units designed for and occupied principally (at least one occupant of each dwelling unit), by persons over the age of sixty (60) years, excluding convalescent and nursing care as a function of the center.

Reversed Corner Lot — See Lot Related Definitions

Review Types -

Type I (Nondiscretionary (formerly referred to as “ministerial”) -

These procedures are decided by the Director, or the Director’s designee without public notice or public hearing.— They do not require interpretation or the exercise of policy or

legal judgment in evaluating approval standards.– Type I does not qualify as a “land use decision” under Oregon Revised Statute (ORS) [197.015](#)(11).

Type II (Administrative/Discretionary) -

These procedures are decided by the Director or the Director’s designee with notice, as established by Chapter 2, and appeal period established by ORS [215.416](#)(11).– They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS [197.015](#)(11). An appeal of a Type II decision becomes a Type III review.

Type III (Quasi-Judicial/Planning Commission or County Governing Body)

Planning Commission - These procedures are initially heard and decided solely by the Planning Commission or on appeal from the Planning Director with the hearings process, notice and appeal period governed by ORS [197.763](#).– They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS [197.015](#)(11).

County Governing Body - These procedures are initially heard and decided solely by the County Governing Body or on appeal from the Planning Commission with the hearings process, notice and appeal period governed by ORS [197.763](#).– They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS [197.015](#)(11).

Type IV (Legislative/County Governing Body)

These procedures are heard and decided solely by the County Governing Body after an initial hearing and recommendation is made by the Planning Commission.– The hearings process, notice and appeal period are governed by ORS [197.763](#).– They do require substantial interpretation or the exercise of policy or legal judgment and qualify as a land use decision under ORS [197.015](#)(11).

Right of Way - The area between boundary lines of a road, street or other easement.– Right-of-way includes passageways such as freeways, pedestrian connections, alleys, and all streets.– A right-of-way shall be dedicated or deeded to the public for public use and under the control of a public agency, or it shall be dedicated or deeded and privately owned.

Road and Access Easement Related Definitions -

Access - A way or means of approach to provide pedestrian, bicycle, and/or motor vehicular entrances or exits to a property. Includes driveways and private accesses.

Access easement - An easement recorded for the purpose of providing vehicle, bicycle, and/or pedestrian access from a public or private road to a parcel across intervening property under separate ownership from the parcel being provided access.— See Private Easement Road.

All Weather Road - A road that has, depending upon design criteria, a six [to eight] or more inches of gravel base, smooth surface, that a two wheel drive vehicle can use all year round. Confirmation of "all weather" to be made by the Wasco County Public Works Department.

Approach Road - That portion of any access, driveway or other facility that immediately abuts upon a public or county road and provides ingress to or egress from said public or county road.

Arterial Road or Street - A road or street used primarily to carry high levels of regional vehicular traffic at high speeds; connects the collector road system to freeways; provides connection to other cities and communities; serves major traffic movements; access control may be provided through medians and/or channelization. The typical average daily traffic exceeds 2,000.

Collector Road or Street (Major) — A road used primarily to serve traffic between neighborhoods and community facilities; principal carrier between arterials and local roads; -provides some degree of access to adjacent properties, while maintaining circulation and mobility for all users; carries lower traffic volumes at slower speeds than arterials; typically has two or three lanes; bicycle facilities may be exclusive or shared roadways depending on traffic volumes, speeds, and extent of bicycle travel. The typical average daily traffic ranges from 500 to 2,000.

Collector Road or Street (Minor) - A road used primarily to connect rural residential areas with arterials and major collector roads; has slower speeds to enhance safety; bicycle facilities may be exclusive or shared roadways depending on traffic volumes, speeds, and extent of bicycle travel.— The typical average daily traffic ranges from 250 to 400.

County Road - A public road which has been designated as a county road and formally accepted for maintenance by the Wasco County Governing Body. A county road shall not act as a dividing feature of a lot-of-record.

County Road District - For purposes of improving county roads or public roads within the boundaries of a city or drainage district, county road districts may be formed from contiguous territory within the county. All road improvements are initiated through a petition process approved by the County Governing Body. To fund the road

improvements, county road districts may assess, levy and collect taxes on all taxable property within the district. See ORS [371.055](#).

Future Street - A proposed right of way as may be designated by the Planning Commission, or such other agency or authority as provided for herein, which street is necessary for the future subdivision of property, shown on the subdivision plats and/or maps, but that the present dedication and construction of such street is not warranted.

Half Street -- One half of the right of way of a public way equally divided by the property or border line, dedicated to the public together with the total width, here, of the public way by all owners, at the time of the recording of any plat including such half street or way.

Local Access Road – Public road over which the public has a right of use that is a matter of public record and was legally created at the time of dedication but that is not a county road, state highway or federal road.– Local access roads are privately maintained.

Local Road or Street - A road or street primarily used to provide direct access to adjacent land uses; characterized by short roadway distances, slow speeds, and low volumes; offers a high level of accessibility; serves passenger cars, pedestrians, and bicycles, but not through trucks. Local roads may be paved or unpaved.– The typical average daily traffic is less than 250.

Private Easement Road - A minimum ~~30-foot-wide~~ **30-foot-wide** private easement in any zone that provides ingress and egress to a public or private road for not more than three (3) units of land and serves not more than three (3) units of land.

Private Road -- A road in a resource zone (F-1, F-2, & A-1) whose primary purpose is to provide access for resource activities, that was accepted by the County Governing Body pursuant to Section 21.300 of this Ordinance or has been previously recognized by the County Governing Body and which is not public, but which intersects with an existing public road.

Public Road - A road over which the public has a right of use that is a matter of public record and was legally created at the time of dedication. (ORS [368.001](#))

Road - The entire right of way of any public or private way that provides ingress to or egress from property by means of vehicles or other means or that provides travel between places by means of vehicles.– "Road" includes, but is not limited to:

- a. Ways described as streets, highways, throughways, or alleys;

~~a.~~**b.** Road related structures that are in the right of way such as tunnels, culverts or similar structures; and

~~b.~~**c.** Structures that provide for continuity of the right of way such as bridges.

Road Department — Wasco County Public Works Department.— ~~(Added 4/12)~~

Roadway - The portion or portions of a right of way developed for vehicular traffic.

Special Road District — For the purposes of improving roads, special road districts may be formed from contiguous territory lying within the county and not incorporated within the limits of a city. Special road districts are governed by a board of commissioners, either appointed or elected. Special road districts have the following powers: to make contracts; to acquire, hold, receive and dispose of real and personal property; to sue and be sued; to exercise the power of eminent domain; to assess, levy and collect taxes on all taxable property within the district; and to do any other act necessary to carry out purposes of the special road district. See ORS [371.305](#).

Street - The entire width between the right of way lines of every way for vehicular and pedestrian traffic, and includes terms, "roads", "highways", "land", "place", "avenue", "alley", and other similar designations.

Street Plug or Reserve Strip — A narrow strip of land controlling access to a street or half street, title to which is dedicated to the County and the disposal of which land shall be placed within the jurisdiction of the County Governing Body for disposal under conditions approved by the Commission.

Rotor — See Wind Power Related Definitions

Rotor Diameter — See Wind Power Related Definitions

Sale or Sell - Includes every disposition or transfer of land in a subdivision or partition or an interest or estate therein.

Sensitive Habitat Sites — The sensitive habitat area is the area identified in the Wasco County Comprehensive Plan inventory and site specific ESEE for each sensitive bird site.— The sensitive habitat site to be protected by the provisions of this section is defined as the area within **one-quarter (¼)** mile or **one-thousand three hundred twenty (1,320)** feet of a sensitive bird site.

Significant sensitive habitat sites located on federal land are not subject to the provisions of this Section unless sensitive habitat area extends onto non-federal land.

Unless identified for interim protection under subsection F of 3.960, only inventoried sites determined to be significant and evaluated for protection through a site specific ESEE analysis are afforded Goal 5 protection.

School Definitions -

School (Commercial) - A building where instruction is given to pupils in arts, crafts, or trades, and operated as a commercial enterprise, as distinguished from schools endowed and/or supported by taxation.

School (Elementary) - A school offering instruction to one (1) or more grades, between and including the fifth through the eighth, exclusively, or in combination with grades lower than the fifth.

School (High) - A school offering instruction to one (1) or more grades, between and including the ninth through the twelfth, or in combination with the seventh and eighth grades.

School (Nursery) - A school offering instruction and guided activity to kindergarten or pre-kindergarten classes.

School (Primary) - A school offering instruction to one (1) or more grades, between and including kindergarten through the fourth.

School (Private or Parochial) - A school under the control of and financed primarily by a ———religious or philanthropic and non-profit institution operating in conformance with —relevant State Department of Education regulations.

—————**School (Public)** - A school under the control of and financed by legally constituted public ———school -districts in the State of Oregon.

Sectional Home - Defined the same as a modular home.

Sensitive Wildlife Habitat - Land areas incorporated in wildlife preserves, refuges, or game management areas; land areas identified as winter range by the Wildlife Commission, State of Oregon; and land areas providing habitat for rare or endangered species listed by the Wildlife Commission, State of Oregon, or by the Bureau of Sport Fisheries and Wildlife, United States Department of the Interior.

Series Partition ~~or~~ -Series Partitioned Lands - A series of partitions of land resulting in the creation of four or more parcels over a period of more than one calendar year.

Series Partitioner - Means any person who causes land to be series partitioned into a series partition, or who undertakes to develop a series partition, but does not include a public agency or officer authorized by law to make partitions.

Sewage - Water carried human or animal waste and kitchen, bath, or laundry waste, from a building, together with such groundwater infiltration and surface water as may be present.

Shadow Flicker — See Wind Power Related Definitions

Shooting Course - Any lot(s) or parcel(s) where target shooting (excluding hunting preserves) is conducted on a commercial basis.

Sidewalk - A pedestrian walkway with permanent surfacing.

Sign — An identification, description, illustration, or device which is affixed to or represented, directly or indirectly, upon a building, structure, or land and which directs attention to a product, place, activity, person, institution or business.— Each display surface of a sign other than two (2) surfaces parallel and back to back on the same structure shall be considered a sign.

Sign (Advertising) - A sign which directs attention to a business, product, activity, or service which is not necessarily conducted, sold or offered upon the premises where such a sign is located.

Significant Adverse Effect -- A consequence of a facility that irreparably reduces management of or damages a resource listed as a standard and identified in the comprehensive plan and the Wasco County Land Use and Development ordinances.

Significant Archaeological Sites - Sites possessing valuable artifacts or evidence of prehistoric cultures, including areas catalogued by the National Park Service, United States Department of the Interior, and areas identified by academic institutions.

Significant Change - A change in an existing facility which increases the impact of the facility on abutting properties.— This provision shall be interpreted broadly to invoke review of any potentially significant change.— However, a significant change shall not include ordinary and regular maintenance, actions such as research, monitoring, and impact mitigation that were authorized or required by law.— Significant change shall not include other actions, such as reconducting, which may increase the useful life of the facility without increasing long term, off site impacts.

Single ~~wide~~ Wide Mobile Home - One (1) complete living unit constructed on a single chassis.

Slope - An incline in an oblique direction from the perpendicular.

Small Scale Commercial Power Generating Facility (Utility Facility For The Purpose Of Generating Power) - A facility for the production of energy and its related components that:

- a. Generates energy using means listed in ORS or OAR such as solar power, wind power, fuel cells, hydroelectric power, thermal power, geothermal power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues but not including the production of biofuel as authorized by ORS [215.203\(2\)\(b\)\(K\)](#) in all zones which allow "Farm Use" and [215.283\(1\)\(r\)](#) in the Exclusive Farm Use zone;– and
- b. Is primarily intended to offset the customer-generator's requirements for energy but may produce more than they can consume.

See "Commercial Power Generating Facility", "Net Metering Power Facility" and "Non-Commercial/Stand Alone Power Generating Facility" for additional definitions related to energy production. ~~(Added 4/12)~~

Solar Access - The right of a property owner to have sunlight shine onto the property owner's land. ~~(Added 4/12)~~

Solar Energy Facility - A facility which converts solar energy for electricity generation, space heating, space cooling or water heating and which consists of solar panels, photovoltaic laminates, electrical lines, pipes, batteries, mounting brackets, frames, foundation and other appurtenances or devices necessary for the operation of the system wherever installed. ~~(Added 4/12)~~

Solid Waste - All putrescible and non-putrescible waste, including, but not limited to, garbage, rubbish, refuse, ashes, waste paper and cardboard, grass clippings, composts, sewer sludge, residential, commercial, and industrial appliances, equipment and furniture, discarded or inoperable vehicles, vehicle parts or vehicle tires, manure, vegetable or animal solid and semisolid waste and dead animals. The term Solid Waste does not include:

- a. Materials used for fertilizer or for other productive purposes on land in the growing and harvesting of crops or the raising of fowl or animals;
- b. Septic tank and cesspool pumping or chemical toilet waste;
- c. Reusable beverage containers as defined in ORS [459A.725](#); and

- d. Source separated principal recyclable materials as defined in ORS Chapter [459](#) and the Rules promulgated there under, which have been purchased or exchanged for fair market value.

Sound Power - ~~is the~~ **The** acoustical energy emitted by the sound source, and is an absolute value. It is not affected by the environment. ~~(Added 4/12)~~

Sound Pressure - ~~is a~~ **A** pressure disturbance in the atmosphere whose intensity is influenced not only by the strength of the source, but also by the surroundings and the distance from the source to the receiver. Sound pressure is what ears hear and what sound meters measure. ~~(Added 4/12)~~

Special District - Any unit of local government other than city or county, authorized and regulated by statute.— Special district includes, but is not limited to:— water control districts, irrigation districts, port districts, regional air quality control authorities, fire districts, mass transit districts, and sanitary districts.

Special Road District — See Road and Access Easement Related Definitions

Stable (Private) - A detached accessory building for the keeping of horses owned by the occupants of the premises and which are not kept for remuneration or profit.

Start of Construction — Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstructions, placement or other improvement was within 180 days of the permit date.— The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.— Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.— For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storage Structures for Emergency Supplies - Structures to accommodate those goods, materials and equipment required to meet the essential and immediate needs of an affected population in a disaster. Such supplies include food, clothing, temporary shelter materials, durable medical goods and pharmaceuticals, electric generators, water purification gear, communication equipment, tools and other similar emergency supplies.

Story - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above it, except the top story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

Story (Half) - A story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

Street — See Road and Access Easement Related Definitions

Street Plug or Reserve Strip - See Road and Access Easement Related Definitions

Structure - Anything constructed, erected or ~~built~~~~air inflated~~, permanent or temporary, which requires location on the ground. Among other things, structure includes buildings, walls, fences, billboards, poster panels and parking lots.— Retaining walls less than four (4) feet in height are not considered structures for the sake of general property line setbacks.

Structure (Flood Hazard Overlay Section only) — A walled and roofed building, as well as any gas or liquid storage tank, that is principally above ground.

Subdivide - To effect a subdivision, as applied to this Ordinance.

Subdivider - Any person, as defined herein, who undertakes proceedings to effect a subdivision of land, including changes in street or lot lines, for the purpose of transfer of ownership of development.

Subdivide Land - To divide an area or tract of land into four or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year.

Subdivision - Either an act of subdividing land or an area or tract of land subdivided as defined in this section.

Substantial Damage — Damage of any origin sustained by a structure whereby the costs of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement — Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either:

a. Before the improvement or repair is started, or

b. If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Swept Area — See Wind Power Related Definitions

Tax Lot - An identification number assigned by the Oregon Department of Revenue to delineate property ownership for the purpose of taxation. ~~-(Added 1/92)~~

Temporary — See Forest Land Related Definitions

Temporary Structure or Use - A non-permanent structure, or one used for a limited time, or a use or activity that is of a limited duration.

Tentative Plan Map for Minor Partition -- A drawing or diagram prepared from completed information, in compliance with regulations and ordinances adopted pursuant to ORS [92.046](#), and regulations of ORS 209.205, representing defined land, setting forth intentions in writing, and including relative mathematical and descriptive data for preparation of conveyances by metes and bounds descriptions.

Theoretical Horsepower — See Hydroelectric Related Definitions

Through Lot - Lot having frontage on two streets.

Tiedowns - Strapping or cables attached to the mobile home and connected to anchors embedded in the ground, which secure a mobile home from damage and movement during high winds.

Topography - The configuration of a surface including its relief and the position of its natural and man-made features.

Tower - monopole, freestanding, or guyed structure. ~~-(Added 4/12)~~

Tourist Court - A group of attached or detached buildings containing separate rooms or living units for the temporary use of automobile travelers, having garage attached or parking space adjacent to every unit, including auto courts, motels, or motor cottages.

Tract - One or more contiguous lots or parcels in the same ownership.— A tract shall not be considered to consist of less than the required acreage because it is cross by a public road or waterway.

Travel Trailer - A recreation vehicle that is not used as a permanent residence, is transportable on public highways by permanently attached axles, and does not exceed ~~thirty-two~~ **thirty-two** (32) feet in length, or eight (8) feet in width, or any equivalent dimension combination.

Truck Camper - A recreation vehicle, camper, or canopy that fits onto the bed of a pickup or flatbed truck, and that is not used as a permanent residence.

Unique Ecologic Associations - Land areas where species composition, vegetative characteristics, or systems variations produce ecologic patterns of unusual and rare quality that cannot be observed elsewhere in Wasco County.

Unique Geological Features - Fossil beds, formation type locations, and major structural features that cannot be observed elsewhere in the State of Oregon.

Unit of Land - An area of contiguous land at least of sufficient size to meet minimum zoning requirements for use, coverage of an area, and to provide such yards and other open spaces as are required by this Ordinance; such property shall have frontage on a public street, or such other access approved by the Commission or Court under provisions of this ordinance.— A unit of land may be:

- a. A single lot of record;
- b. A lot as defined herein;
- c. A parcel, as defined herein.

Upwind – See Wind Power Related Definitions

Use - The purpose for which land or a building is arranged, designed or intended, or for which either land or a building is not or may be occupied or maintained.

Use (Conditional) - The term applied to use which may be permitted by the application for, the issuance of a Conditional Use Permit.

Use Permit - A permit allowing a specific use.

Use (Professional) - The place of business of a person engaged in a profession such as accountant, architect, artist, attorney at law, professional engineer, land surveyor, insurance agent, real estate broker, landscape architect, or practitioner of the human healing arts.

Use (Prohibited) - A use not allowed in a zoning district.

Utility Facility (Minor) (Non-Resource Zones Only) - Any minor facility owned or operated by a public, private or cooperative company for the local distribution or provision of sewer, water, gas, electricity (utility facility service lines), data, radio or telephone.– Cell towers, any structure over 75' in height, and utility facilities that require a Goal 11 Exception constitute a "Utility Facility (Major)". ~~(Added 4/12)~~

Utility Facility (Major) (Non-Resource Zones Only) - Any major facility owned or operated by a public, private or cooperative company for the generation, transmission, regional distribution or processing of its productions or for the disposal of cooling water, waste or by-products, and including, major trunk pipelines, water towers, sewage lagoons, sanitary landfills, structures over 75' in height, cell towers and similar facilities, and any utility facility that requires a Goal 11 Exception, but excluding electrical transmission facilities, & natural gas or petroleum product pipelines. ~~(Added 4/12)~~

Utility Facilities Necessary for Public Service (EFU & Forest Zones Only) - Unless otherwise specified, any facility owned or operated by a public, private or cooperative company for the transmission, distribution or processing of its products or for the disposal of cooling water, waste or by-products, and including, major trunk pipelines, reservoirs (may require a Goal 3 or Goal 4 exception), dams & other hydroelectric facilities, water towers, sewage lagoons, cell towers, electrical transmission facilities (except transmission towers over 200' in height) including substations not associated with a commercial power generating facilities and other similar facilities. ~~(Amended 4/12)~~

Utility Facility Service Lines - Utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:

- a. A public right of way;
- b. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or
- c. The property to be served by the utility.
- d. In the case of non-EFU land, within a utility easement. ~~(d. added 4/12)~~

Variance - A specific deviation from a part of this Ordinance.– A grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

Vehicle Site - The area or place used for parking occupied residential trailers or recreational vehicles, and may include sewer, water, gas or electrical hook ups.– Places used to store unoccupied recreational vehicles are not considered to be recreational vehicle sites.

Veterinary Hospital – See Medical Facility Related Definitions

Veterinary Office – See Medical Facility Related Definitions

Walkway - A sidewalk or pathway, including access ways, providing a pedestrian connection that is improved to County standards, or to other roadway authority standards, as applicable. See also, Access, Pathway, Sidewalk.

Water Dependent – A structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations, including but not limited to bridges, docks, piers, wharfs, certain fish and wildlife structure, boat launch facilities and marinas.– Dwellings, parking lots, spoil and dump sites, restaurants, trailer parks, resorts and motels are not water dependent.

Water Dependent Uses - Uses that absolutely require, and cannot exist without, access or proximity to, or siting within, a water body to fulfill their basic purpose.– Water dependent uses include but are not limited to: docks, wharfs, piers, certain fish and wildlife structures, boat launch facilities and marinas.– Dwellings, parking lots, spoil and dump sites, restaurants, trailer parks, resorts, and motels are not water dependent.

Water Related Uses - Uses not directly dependent upon access to a water body, but whose presence facilitates public and private access to and enjoyment of a water body. Water related uses include but are not limited to: boardwalks, trails, observatories, decks, and interpretive aids. Dwellings, parking lots, spoil and dump sites, restaurants, trailer parks, resorts, and motels are not water related.

Waterbody - A lake, wetland, or Class I or Class II stream.

Watt - A unit of measure for the rate of energy conversion.– Equal to 1 joule of energy per second. ~~(Added 4/12)~~

Wetland - Land areas, ~~excluding those defined in ORS 197.767,~~ where excess water is the dominant factor determining the nature of soil development and the types of plant and animal communities living at the soil surface.– Wetland soils retain sufficient moisture to support

aquatic or semi aquatic plant life.– In marine and estuarine areas, wetlands are bounded at the lower extreme by extreme low water; in freshwater areas, by a depth of six feet.– The areas below wetlands are submerged lands. ~~(revised 2/89)~~

Wind Power Related Definitions -

———**Abandoned WECS** - A WECS that does not generate energy during a period of twelve (12) consecutive months for reasons other than lack of wind, lack of demand for the —electricity produced, repair, or modernization.

———**Anemometer** - A device to measure the wind speed, generally mounted to a —meteorological tower. ~~(Added 4/12)~~

———**Blade** - An element of a wind turbine rotor which forms an aerodynamic surface or —surfaces to convert movement of air into mechanical energy or torque.

———**Building Mounted Wind Turbine** - A Wind Turbine mounted or attached to a building. ~~(Added 4/12)~~

———**Downwind** - On the opposite side from the prevailing direction from which the wind —blows. ~~(Added 4/12)~~

———**Downwind Properties** - Properties downwind of the project boundary that have been —developed as part of a Commercial Power Generating Facility. ~~(Added 4/12)~~

———**Height of Tower** - The height of the vertical distance from the base of the tower, pole or —building on which it is located to the tallest vertical point including any attachment that —exceeds the highest point on the tower structure (i.e. maximum blade tip or antennae). ~~(Added 4/12)~~

———**Nacelle** -The structure which houses all of the generating components, gearbox, drive —train and other components of the wind turbine.

———**Rotor** -- (1) A system of rotating aerodynamic elements and hub assembly attached to a —shaft that converts the kinetic energy in the wind into mechanical energy; (2)– Rotating —element in an —electrical generator.

———**Rotor Diameter** - Twice the distance from the center of rotation to the outermost point —of the blade.

———**Shadow Flicker** - The alternating changes in light intensity caused by the movement of —Wind Turbine blades casting shadows on the ground or a stationary object. Shadow —Flicker is not the sun seen through a spinning wind turbine rotor,

nor what an individual might view moving through the shadows of a wind turbine.

—— **Swept Area** - Area perpendicular to the wind velocity that a rotor will cover during one complete rotation.

—— **Upwind** - On the same side as the direction from which the prevailing wind is blowing — windward. ~~(Added 4/12)~~

—— **Wind Access Rights** - The right of a property owner to have unobstructed commercially-viable wind available to the property owner's land. ~~(Added 4/12)~~

—— **Wind Energy Facility** - A facility producing energy from wind and its related or supporting facilities. ~~(Amended 4/12)~~

—— **Wind Turbine Horizontal Axis** - A wind turbine on which the rotor axis substantially is parallel to the ground.

—— **Wind Turbine Tower** - Subsystem of a wind turbine that supports the rotor, or other collection device, above ground.

—— **Wind Turbine Vertical Axis** - A wind turbine where the rotor axis is vertical.

Wireless Telecommunications Facilities Related Definitions

—— **Abandonment** – Wireless telecommunications facilities will be considered abandoned when there has not been a carrier licensed or recognized by the FCC operating on the facility for a period of one year, 365 consecutive days.

—— **Antenna** – A transmitting or receiving device used in telecommunications that radiates or captures electromagnetic waves, but not limited to, directional antennas, such as panel and microwave dish antennas, and omni-directional antennas, such as whips.

—— **Base station** - A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower. The term includes, but is not limited to: equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and

comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks); any structure other than a tower that, at the time an eligible facilities modification application is filed with the County under this Chapter, supports or houses equipment that has been reviewed and approved under the applicable zoning or siting process, or under another State, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support. For the purposes of a "Spectrum Act" Modification Request, the term does not include any structure that, at the time the relevant application is filed with the County under this Article, does not support or house equipment described above in the definition.

——— Carrier/Provider – A company that provides wireless services.

——— Co-location – The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

——— Concealment Technology – The use of technology through which a wireless communications facility is designed to resemble an object that is already present in the natural environment or build environment, or is placed within an existing or proposed structure.

——— Eligible Facilities Request - Any proposed modification of an existing eligible support structure that does not substantially change the physical dimensions of that eligible support structure which the applicant asserts is subject to review under Section 6409 of the Spectrum Act, and which involves: collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment.

——— Eligible Support Structure - Refers to any base station or tower as defined in this Article, provided that it is existing at the time the relevant application for a Spectrum Act modification is filed with the County.

——— Essential Public Communication Service - Police, fire and other emergency communications networks.

——— Equipment Shelter – A structure that houses power lines, cable, connectors, and other equipment ancillary to the transmission and reception of telecommunications.

——— FCC – Federal Communications Commission.

——— **Grade** – The lowest point of elevation of the finished surface of the ground within 5 feet of the structure.

——— **Maintenance** – Emergency or routine repairs of previously approved facilities and the replacement of components of previously approved facilities which do not create a significant change in visual impact.

——— **Microcell** – A cell in a mobile phone network served by a low power cellular base station (tower), covering a limited area such as a hotel, and typically the range is less than two kilometers. Microcell antennas are typically mounted at street level on the external walls of existing buildings, lamp-posts and other street furniture. These include small cells and Distributed Antenna Systems (DAS).

——— **Modification** - The changing of any portion of a tower and its associated facility from its description in a previously approved permit.

——— **Restoration** - To return a site to its pre-construction condition unless otherwise reviewed and approved by the Planning Director.

——— **Site** - For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

——— **Spectrum Act** - Means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act, 47 U.S.C. § 1455(a), as amended.

——— **Speculation Communications Tower** - A tower designed for the purpose of providing location mounts for wireless telecommunications facilities without a binding commitment or option to lease a location upon the tower at the time of application.

——— **Substantial Change** - A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

a. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

b. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the

tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

d. It entails any excavation or deployment outside the current site;

e. It would defeat the concealment elements of the eligible support structure; or

f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (a) – (d) of this definition.

g. For purposes of this definition, changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

——— Support Structure - A wireless telecommunication tower, building, or other structure that supports an antenna used for wireless telecommunications.

——— Tower - A pole, telescoping mast, tripod or any other structure that provides support for or is an integral component of such devices as wireless antennas, wind power generation facilities and meteorological measuring and recording equipment.

——— Tower Height - The distance from the finished grade at the tower base to the highest point of the tower, including the base pad and turbine blades, mounting structures and panel antennas, but not including lightning rods and whip antennas.

——— Wireless Telecommunication Facility - An unmanned facility for the transmission of radio frequency (RF) signals, consisting of an equipment shelter,

cabinet or other enclosed structure containing electronic equipment, a support structure, antennas or other transmission and reception devices. Freestanding point-to-point microwave dishes, high power television and FM transmission and AM facilities are considered wireless telecommunication facilities.

——— **Wireless Telecommunication Tower** - Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Yard - An open space on a lot with a building and bounded on one (1) or more sides by such building, such space being unoccupied and unobstructed from the ground upward.

Yard (Front) - A yard between the front line of the main building (exclusive of steps), and the front property line.— Front property line is that side of a lot or parcel where access is obtained from a street or road.

Yard (Rear) - An open, unoccupied space on the same lot with the main building, between the rear line of the main building (exclusive of steps, porches, and accessory buildings), and the rear line of the lot.

Yard (Side) - An open, unoccupied space on the same lot with the main building, between the side wall line of the main building and the side line of the lot.

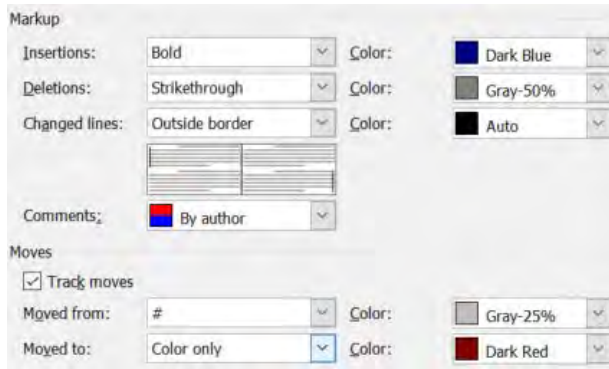
~~**Youth/Family Camp**—An area devoted to facilities and equipment for camp purposes for youths and adults, including swimming pools, tennis courts, recreational fields and facilities for meetings, conferences or retreats, including facilities for eating and sleeping accommodations that are provided in connection with the camp (Added 9/18/97).~~

Youth Camp - A facility either owned or leased, and operated by a state or local government, or a nonprofit corporation as defined under ORS 65.001, to provide an outdoor recreational and educational experience primarily for the benefit of persons 21 years of age and younger. Youth camps do not include any manner of juvenile detention center or juvenile detention facility.

~~**Yurt** - A round, domed shelter of cloth or canvas on a collapsible frame.~~ **A round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up or internal cooking appliance.**



Wasco County Planning Land Use and Development Ordinance Update Draft Cover Sheet



The drafts are created using track changes in Microsoft Word.

The key to the left is a reference for how revisions are marked up in the draft.

The bold, blue text shows new text.
Text with a line through it, in light grey,
is proposed to be deleted.



rules adopted under ORS ~~4688.095~~, and must be reviewed subject to Section ~~3.219~~ below: **OAR 660-033-130 (11), ORS 215.246, ORS 215.247, ORS 215.249, and ORS 215.251.**

Text underlined by a wavy line is optional.



COMMERCIAL USES RELATED TO FARM USE

- B. A winery subject to ~~3.219 F~~ below: **ORS 215.452, ORS 215.453, ORS 215.454, ORS 215.455 and ORS 215.237.**
- C. A cider business subject to ORS 215.451.
- D. A facility for the processing of farm crops or the production of biofuel as defined in ORS 315.141 subject to the following: **farm products as described in ORS 215.255.**

The # shows where text has been moved from and the red text shows the new proposed location for that moved text



#



- K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling has been listed in a county inventory as an historic property and is listed on the National Register of Historic Places. The application shall include a *Farm Management Plan* documenting how the replacement dwelling will be used in conjunction with a farm use.



F-1

- (Page 2, Section 3.112) Required use (temporary portable facility for primary processing of forest products) added to outright permitted uses consistent with OAR 660-006-0025. Use I was modified to more accurately reflect OAR 660-006-0025 and J was moved from another section.
- (Page 4, Section 3.113) Required use (agricultural buildings) added, related to House Bill 2441 (2013). D. was moved from a different heading section below.
- (Page 6, Section 3.114) Property Line adjustments are added to a separate line to reflect modifications to Chapter 21 and new property line adjustment rules resulting from House Bill 2831 (2015).
- (Page 6, Section 3.115) Added additional criteria to A. use to be consistent with state law.
- (Page 6, Section 3.115) Use F. moved to previous section as it's permitted without review, per state law.
- (Page 8, Section 3.116) Criteria added to be consistent with state law (OAR 660-006-0025 (F)(5)(a)).
- (Page 14-15, Section 3.118) Required language related to property line adjustments has been added. These new rules were part of House Bill 2831 (2015).
- (Page 16, Section 3.119) Reworded to better align with state law/consistent with Model Code.
- (Page 17, Section 3.119) Language is reworded or deleted to be consistent with requirements related to ORS 197.307 (4). #7 Criteria is added to be consistent with the Comprehensive Plan Policy 4.1.3(b) and Chapter 10.
- All other changes are updating references, removing past update annotations, and correction of terms.

F-2

- (Page 2, Section 3.122) Required use (temporary portable facility for primary processing of forest products) added to outright permitted uses consistent with OAR 660-006-0025.
- (Page 4, Section 3.123) Required use (agricultural buildings) added, related to House Bill 2441 (2013). Other uses have modified language to more accurately reflect OAR 660-006-0025 or moved from another section.
- (Page 6, Section 3.124) Optional addition following House Bill 2469 (2019) that would allow for a secondary dwelling on forest lands to help with commercial forest operations. Property line adjustments have been added as a new line to represent changes to Chapter 2 and new property line adjustment rules resulting from House Bill 2831 (2015).
- (Page 7, Section 3.125) Added additional criteria to A. use to be consistent with state law. Original G is moved to outright permitted uses, consistent with OAR 660-006. New G. added to reflect OAR 660-006-0025 (e)(B).
- (Page 8-10, Section 3.125) Added two additional uses to be consistent with OAR 660-006-0025. Additional reference added to AA.
- (Page 10, Section 3.126) Criteria added to be consistent with state law (OAR 660-006-0025 (F)(5)(a)).
- (Page 16 & 17, Section 3.128) Required language related to property line adjustments has been added. These new rules were part of House Bill 2831 (2015).
- (Page 19, Section 3.129) Criteria 5. Added to be consistent with Model Code and OAR 660-006.
- (Page 19-21, Section 3.129) Optional addition following House Bill 2469 (2019) that would allow for a secondary dwelling on forest lands to help with commercial forest operations. This is the special qualifying criteria that are mandatory.
- (Page 21, Section 3.129) Reworded to better align with state law/consistent with Model Code.
- (Page 22, Section 3.129) Language is reworded or deleted to be consistent with requirements related to ORS 197.307 (4). #7 Criteria is added to be consistent with the Comprehensive Plan Policy 4.1.3(b) and Chapter 10.
- (Page 24, Section 3.129) Language is modified to clarify only electrical service is allowed, per state law.
- All other changes are updating references, removing past update annotations, and correction of terms.



Section 3.110 - Forest (F-1) Zone

Section 3.110 - Forest (F-1) Zone	1
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Section 3.111 -- Purpose

The purpose of the Forest (F-1) Zone is to provide areas for the continued practice of timber production, harvesting and related areas, and to help protect those areas from the hazards of fire, pollution, and the conflicts of urbanization.

It is also the primary intent of the zone to preserve and protect watersheds including the protection of surface water sources relied on for public drinking water, wildlife habitats and other uses associated with the forest, and preserve and maintain the high positive visual aspect of the forest area.

Residential development is prohibited in the Forest (F-1) Zone as the conflicts created between safe and efficient watershed management and residential development are unable to be mitigated.

Buildings or structures hereafter erected, structurally altered, enlarged or moved and land hereafter used in the Forest (F-1) Zone shall comply with the following regulations:

Section 3.112 - Uses Permitted Without Review

The following uses are permitted on lands designated Forest (F-1) Zone without review:

In the Forest (F-1) Zone, the following uses and activities and their accessory uses are permitted, on a legal parcel, subject to the general provisions and exceptions set forth by this Ordinance and Chapter 10 – Fire Safety Standards.– ~~(Added 4/12)~~

RESOURCE USES

- A. Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of forest tree species, application of chemicals and disposal of slash.



- B. Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for the purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction or recreational facilities.– All uses proposed shall comply with the definition of auxiliary as defined (see Chapter 1).
- C. Farm use, as defined in Oregon Revised Statutes (ORS) [215.203\(2\)](#). Production of Marijuana is subject to Type I Review application and compliance with Chapter 11.
- D. Water intake facilities, canals and distribution lines for farm irrigation and ponds.
- E. Exploration for mineral and aggregate resources as defined in ORS Chapter [517](#).
- F. Exploration for and production of geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
(Added 4/12)
- G. Temporary emergency response camps and staging areas for personnel and equipment necessary for one or more responders to respond to wildland fire, flood, or other emergency event.

~~G.H.~~ **Temporary portable facility for the primary processing of forest products;**

NATURAL RESOURCE USES (Amended 4/12)

- I. Uses to conserve soil, air, water quality ~~and open space~~ and provide for forest, wildlife, and fisheries resources that do not include development as defined by Section 1.090 in FEMA designated Flood Zone.– If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section [3.114\(E\)](#) below.
- J. Uninhabitable structures accessory to fish and wildlife enhancement that does not include development as defined by Section 1.090 in a FEMA designated Flood Zone.– If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section [3.114\(E\)](#) below.
(Amended 4/12)

UTILITIES & TRANSPORTATION (Amended 4/12)



~~H~~**K.** Local distribution lines/Utility Facility Service Lines (e.g., electric telephone, natural gas) under 200' in height and accessory utility equipment (e.g. electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.

~~H~~**L.** Widening of roads within existing rights-of-way in conformance with the transportation element of the Wasco Comprehensive Plan including public roads and highway projects as described in ORS [215.283](#). ~~(l), (k) through (n).~~

COMMERCIAL USES ~~(Amended 4/12)~~

~~J~~**M.** Private hunting and fishing operations without any lodging accommodations or any other physical development.

~~K~~**N.** Minor Home occupation that:

1. Is carried on within a lawfully established dwelling only by members of the family who reside in the dwelling;
2. Does not serve clients or customers on-site;
3. Does not produce odor, dust, glare, flashing lights or noise;
4. Does not occupy more than 25 percent of the floor area of the dwelling; and
5. Does not include the on-premises display or sale of stock in trade.
6. Does not include the production, processing, wholesaling or retailing of marijuana.

Any Home Occupation that exceeds these standards is Major and subject to Section [3.115 R](#) below.

Section 3.113 - Uses Permitted Subject to Type I Review

The following uses are permitted on a legal parcel on lands designated Forest (F-1) Zone subject to Section [3.117 - General Development Standards](#), Chapter 10 – Fire Safety Standards, as well as any other listed, referenced or applicable standards:

This review involves an evaluation by Planning and Development staff but only requires formal zoning approval if the use is required to meet building codes approval. If the use does not require formal zoning approval but that is requested by the applicant for future documentation they will be charged the appropriate Type I review fee. ~~– (Amended 4/12)~~



RESOURCE USES

- A. Temporary onsite structures which are auxiliary to and used during the term of a particular forest operation, as set forth in ORS [527.722](#). All structures proposed shall comply with the definition of temporary as defined in Chapter 1.
- B. Towers and communication facilities for forest fire protection. Pursuant to Chapter 4 – Supplemental Provisions - Section 4.070, these uses do not require a variance if they exceed 35 feet in height. ~~(Added 4/12)~~
- C. **An agricultural building, as defined in ORS 455.315, customarily provided in conjunction with farm use or forest use.– A person may not convert an agricultural building authorized by this section to another use and is required to record a deed restriction identifying the building as for agricultural use only.**
- D. **The production of marijuana, subject to compliance with Chapter 11.**

RESIDENTIAL USES

- ~~B.~~E. Alteration, restoration or replacement of a lawfully established dwelling and/or accessory residential or non-residential– building– or structure (non-discretionary) subject to Sections [3.117\(A\)\(1\)\(a\)](#) - Addition, Modification or Relocation Setbacks & [3.119\(A\)](#) - Replacement Dwelling Standards (Dwellings only). Any replacement dwelling and/or accessory building and structure need not be replaced in kind but must be replaced in the same location. Replacement dwellings and/or buildings and structures in a different location are subject to [3.114\(C\)](#) below.

ENERGY/UTILITY FACILITIES

- F. Non-commercial/standalone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020.– Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. ~~(Added 4/12)~~
- ~~C.~~G. **Collocation of antennas and wireless telecommunication facilities, including associated equipment (equipment shelters, etc.) on a previously approved wireless telecommunications facility subject to Chapter 14.**

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Section 3.114 - Uses Permitted Subject to Standards/Type II Review

The following uses may be permitted on a legal parcel on lands designated Forest (F-1) Zone subject to the Section [3.117 – General Development Standards](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-Chapter 3 – 3.110 F-1 Zone – Wasco County Land Use and Development Ordinance

4



street loading or bicycle parking, as well as any other listed, referenced or applicable standards:
(This entire section was amended 4/12)

RESOURCE USES

- A. Uninhabitable structures accessory to fish and wildlife enhancement that includes development as defined by Section 1.090 in a FEMA designated floodplain subject to Section 3.740 - Flood Hazard Overlay (EPD 1).
- B. Uses to conserve soil, air, water quality ~~and open space~~ and provide for forest, wildlife, and fisheries resources that include development as defined by Section 1.090 in a FEMA designated floodplain subject to Section 3.740 - Flood Hazard Overlay (EPD 1).
- C. Fire stations for forest fire protection.
- D. Temporary forest labor camps.– All structures/facilities proposed shall comply with the definition of temporary as defined in Chapter 1.

RESIDENTIAL USES

- E. Alteration, restoration or replacement of a lawfully established dwelling and/or accessory residential or non-residential building or structure (discretionary) on any part of the legal parcel subject to Sections [3.117\(A\)\(1\)\(a\)](#) - Addition, Modification or Relocation Setbacks & [3.119\(A\)](#) - Replacement Dwelling Standards (Dwellings only) and [3.119\(B\)](#) - Siting Requirements for Compatibility.
- F. A building or structure accessory to a legally established residential use subject to Section [3.119\(B\)](#) - Siting Requirements for Compatibility. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground.

ENERGY/UTILITY FACILITIES

- G. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020.– Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.
- ~~G.~~ **H. Communication facilities and towers supporting wireless telecommunication facilities, subject to Chapter 14.**

MISCELLANEOUS USES



- I. Partitions, ~~Property Line Adjustments and Subdivisions~~, **and Replats** subject to Chapter 21 - Land Divisions.

~~H.~~ **J. Property Line Adjustments are subject to Chapter 21 and Section 3.128 (G).**

Section 3.115 - Uses Permitted Subject to Conditional Use Review/~~Type II or Type III~~

The following uses may be permitted on a legal parcel on lands designated Forest (F-1) Zone subject to Sections [3.116 – Conditional Use Approval Standards](#), [3.117- General Development Standards](#), Chapter 5 – Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced, or applicable standards.

RESOURCE USES

- A. Permanent facility for the primary processing of forest products **that is:****

- 1. Located in a building or buildings that do not exceed 10,000 square feet in total floor area, or an outdoor area that does not exceed one acre excluding laydown and storage yards, or a proportionate combination of indoor and outdoor areas; and**
- 2. Adequately separated from surrounding properties to reasonably mitigate noise, odor, and other impacts generated by the facility that adversely affect forest management and other existing uses, as determined by the governing body; ~~and~~**

- ~~A.~~ **B. Permanent logging equipment repair and storage.**

- ~~B.~~ **C. Log scaling and weigh stations.**

- ~~C.~~ **D. Forest management research and experimentation facilities as defined in ORS [526.215](#) or when accessory to forest operations.**

- ~~D.~~ **E. Fire stations for rural fire protection and permanent fire protection staging areas including permanent grading and structures necessary to stage fire equipment for emergency response by one or more than one emergency responder.**

- ~~E.~~ **F. Mining and processing of oil, gas or other subsurface resources as defined in ORS Chapter [520](#) and mining and processing of aggregate and mineral resources as defined in ORS Chapter [517](#).**



- ~~F. Exploration for and production of geothermal, gas, oil and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.~~

RESIDENTIAL USES

- G. Temporary Hardship Dwelling.– A mobile home in conjunction with an existing legally implemented dwelling as a temporary use, subject to Chapter 8 - Temporary Use Permit – Section 8.070, for the term of a hardship suffered by the existing resident or a relative as defined in [215.283](#). ~~(Added 4/12)~~

ENERGY/UTILITY/SOLID WASTE DISPOSAL FACILITIES

- H. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020.– Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.– ~~(Added 4/12)~~
- I. Commercial Power Generating Facility (Utility Facility for the Purpose of Generating Power) subject to Chapter 19 - Standards for Energy Facilities Section 19.030.– A power generation facility shall not preclude more than ten acres from use as a commercial forest operation unless an exception is taken pursuant to OAR [660-004](#) and must be reviewed and determined to comply with Chapter 19 standards and criteria for energy facilities and commercial energy facilities.– ~~(Amended 4/12)~~
- J. New electric transmission lines (Electrical Transmission Facilities) with right of way widths of up to 100 feet as specified in ORS [772.210](#), Local distribution Lines/Utility Facility Service Lines over 200' in height and Natural Gas or Petroleum Product Pipelines subject to Chapter 19 – Standards for Energy Facilities - Section 19.030.– New distribution lines (e.g. electrical, gas, oil, geothermal) with rights-of-way fifty (50) feet or less in width.– ~~(Amended 4/12)~~
- K. Television, microwave and radio communication facilities and transmission towers.
- L. Water intake facilities, related treatment facilities, pumping stations and distribution lines.
- M. Reservoirs and water impoundments.

TRANSPORTATION

- N. Public road and highway projects as described in ORS [215.283](#) (2)(p) through (r).



- O. Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.
- P. Expansion of existing airports.
- Q. Aids to navigation and aviation.

COMMERCIAL USES

- R. Major Home occupations subject to Chapter 20 - Site Plan Review - Section 20.090. Construction of a structure and production, processing, wholesaling and retailing of marijuana that would not otherwise be allowed in the zone is not permitted.

Section 3.116 - Conditional Use Approval Standards

The following review criteria shall apply to conditional uses applied for in Section [3.115](#) of this zone:

A. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;

~~A.~~**B.** The proposed use will not significantly increase the fire hazard or significantly increase risks to fire suppression personnel.

~~B.~~**C.** The landowner for the use shall sign and record in the deed records for the County a ~~forest~~ **Forest** Farm Management Easement document binding the landowner and landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).

~~C.~~**D.** Prohibited Uses – Marijuana processing, wholesaling, retailing and all other uses not listed which are not determined to be similar uses as provided in Section 4.010 of this Ordinance.

Section 3.117 - General Development Standards

A. Setbacks

1. New Buildings and Structures:– No structure other than a fence, sign, road or retaining wall less than four (4) feet in height shall be located closer than forty (40) feet from the right of way of a public road and all other property lines. Dwellings and structures accessory to dwellings shall also meet all siting standards and setbacks listed for dwellings or structures in the F-2 zone.



2. Additions, modifications or relocation of existing buildings and structures shall comply with the setback standards in [1 above](#).
 - a. Dwellings: The proposed addition modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements unless the addition will extend a structure further away from and perpendicular to the property line or resource.– Any proposal that would place a relocated dwelling or extend an existing dwelling into or further toward the property line or resource, or expand an existing dwelling parallel into a setback or buffer shall also be subject to Chapters 6 & 7 - Variances and any other applicable review criteria.– The provisions of Chapter 13, Nonconforming Uses - Buildings and Lots are not applicable to replacement dwellings.– ~~(Added 4/12)~~
 - b. Buildings and Structures other than Dwellings: The proposed addition, modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements.– If the building or structure currently conforms to all setback standards and the proposal would result in non-conformity a Chapter 6 or 7 variance will be required.– If the building or structure currently does not conform to all setback standards and the proposal would increase the non-conformity it shall be subject to the applicable provisions of Chapter 13 - Nonconforming Uses, Buildings and Lots.– ~~(Added 4/12)~~
3. Waterways– ~~(Added 4/12)~~
 - a. Resource Buffers:– All bottoms of foundations of permanent structures, or similar permanent fixtures shall be setback from the high water line or mark, along all streams, lakes, rivers, or wetlands.
 - (1) A minimum distance of one hundred (100) feet when measured horizontally at a right angle for all water bodies designated as fish bearing by any federal, state or local inventory.
 - (2) A minimum distance of fifty (50) feet when measured horizontally at a right angle for all water bodies designated as non-fish bearing by any federal, state or local inventory.
 - (3) A minimum distance of twenty five (25) feet when measured horizontally at a right angle for all water bodies (seasonal or permanent) not identified on any federal, state or local inventory.



(4) If the proposal does not meet these standards it shall be subject to **subsection 2 above - Additions or Modifications to Existing Structures.**

(5) The following uses are not required to meet the waterway setbacks; ~~however~~ **however**, they must be sited, designed and constructed to minimize intrusion into the riparian area to the greatest extent possible:

- (a) Fences;
- (b) Streets, roads, and paths;
- (c) Drainage facilities, utilities, and irrigation pumps;
- (d) Water-related and water-dependent uses such as docks and bridges;
- (e) Forest practices regulated by the Oregon Forest Practices Act;
- (f) Agricultural activities and farming practices, not including the construction of buildings, structures or impervious surfaces; and
- (g) Replacement of existing structures with structures in the same location that do not disturb additional riparian surface area.

- B. Height-Maximum height for all structures shall be thirty five (35) feet.– Height is measured from average grade.
- C. Floodplain - Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740 - Flood Hazard Overlay (EPD 1).
- D. Signs-Signs shall not extend over a public right-of-way or project beyond the property line.
 - 1. Signs shall not be illuminated or capable of movement.
 - 2. Signs shall be limited to twelve (12) square feet in area and shall describe only uses permitted and conducted on the property on which the sign is located.
 - 3. Signs advertising the sale or rental of the premise and temporary in nature are permitted provided the sign is erected no closer than ten (10) feet from right of way of public road.



- E. Parking - Off street parking shall be provided in accordance with Chapter 20 - Site Plan Review when and if necessary.
- F. Lighting - All outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, and waterways.– Shielding and hooding materials shall be composed of non-reflective, *opaque* materials.
- G. New Driveways - All new driveways which access a public road shall obtain a Road Approach Permit from the Wasco County Public Works Department.

~~G.~~

Section 3.118 - Parcel Size Standards

The minimum lot or parcel size shall be 80 acres.– The following exceptions may apply:

- A. Exchanges and transfers between forest land owners for the purpose of consolidating existing private or public land is a Type I action and exempt from Section 21.120060. Units of land less than 80 acres may be exchanged to consolidate ownership as long as no new parcels are created from such exchange.– Section 21.050115(B) & (C), Section 21.070125 & Section 21.080130 are required to be met to consolidate transferred units of land into receiving parcel boundaries as necessary to avoid creating new parcels. Parcels created as a result of exchanges or transfers shall not be recognized as new parcels for the purpose of establishing additional homesites.
- B. Divisions to create parcels for specified non resource use permissible in the F-1 Zone - Lot or parcel size may be reduced below 80 acres only for the uses listed in [Section 3.115](#) A, B, C, E, F, I, K, L, M, Q OAR [660-006-0025](#) (3) (m) &(n) and (4) (a)-(o) providing these uses meet all other applicable standards and criteria in this section.
- C. Divisions of land containing single dwelling - The minimum parcel size may be waived to allow the division of a parcel containing a dwelling that existed prior to June 1, 1995 provided that:
 - 1. The parcel containing the dwelling shall not be larger than 5 acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall be no larger than 10 acres; and
 - 2. The remaining parcel, not containing the dwelling, shall either:
 - a. meet the minimum parcel size standard of the zone; or



- b. be consolidated with another parcel, and together the parcels meet the minimum parcel size standard of the zone.
 3. The remaining parcel, not containing the dwelling, shall not be entitled to a dwelling unless authorized by law or goal.
 4. An irrevocable deed restriction shall be recorded with the deed for the remaining parcel not containing the dwelling. The deed restriction shall be noted in Planning Department records, and shall preclude all rights to construct a dwelling on the remaining parcel unless authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to agricultural land or forest land.
 5. A forest farm management easement shall be recorded for each resulting parcel.
- D. Divisions of land containing two (2) or more dwellings - The minimum parcel size may be waived to allow the division of a lot or parcel zoned for forest use if:
 1. At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
 2. Each dwelling complies with the criteria for a replacement dwelling in this zone;
 3. Except for the parent parcel, each parcel created under these provisions shall be between two and five acres in size;
 4. At least one dwelling shall be located on each parcel created, including the parent parcel;
 5. An irrevocable deed restriction shall be recorded with the deeds for the parcels created (including the parent parcel) that prohibits the property owner and the property owner's successors in interest from further dividing the parcel. The deed restriction shall be noted in Planning Department records, and shall preclude all rights to further divide the affected parcels unless subsequently authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to forest land.
 6. A lot or parcel may not be divided under the provisions of this subsection if;
 - a. an existing dwelling on the lot or parcel was approved under a land use regulation that required eventual removal of the dwelling; or



- b. an existing dwelling on the lot or parcel was approved under a land use regulation that prohibited subsequent division of the lot or parcel; or
 - c. an existing dwelling on the lot or parcel was approved as a farm or non-farm dwelling under the EFU provisions allowed in mixed farm and forest zones.
- E. Divisions of forest land to facilitate a forest practice, as defined in ORS [527.620](#), may result in parcels less than the minimum parcel size provided that the approval is based on findings which demonstrate that there are characteristics present in the proposed parcel that justify an amount of land smaller than the minimum parcel size in order to conduct the forest practice. Parcels created under this provision:
 - 1. Shall not be eligible for siting of a new dwelling;
 - 2. Shall not serve as the justification for the siting of a future dwelling on other lots or parcels;
 - 3. Shall not, as a result of the land division, be used to justify redesignation or rezoning of resource lands;
 - 4. Shall not result in a parcel of less than 35 acres, except:
 - a. where the purpose of the land division is to facilitate an exchange of lands involving a governmental agency; or
 - b. where the purpose of the land division is to allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land; and
 - 5. If associated with the creation of a parcel where a dwelling is involved, shall not result in a parcel less than the minimum lot or parcel size of the zone.
 - 6. An irrevocable deed restriction shall be recorded with the deed for the newly created parcel(s). The deed restriction shall be noted in Planning Department records, and shall preclude all rights to construct a dwelling on the new parcel(s) unless authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to agricultural land or forest land.
 - 7. A ~~forest farm management easement~~ **Forest Farm Management Easement** shall be recorded for each parcel.

F. Division of land for public park uses provided that:



1. The land division is for the purpose of allowing a provider of public parks or open space, or a not-for profit land conservation organization, to purchase at least one of the resulting parcels; and
2. If one of the resulting parcels contains a dwelling, that parcel shall be large enough to support continued residential use of the parcel.
3. The parcel created for park or open space uses shall not contain a dwelling, and:
 - a. is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);
 - b. may not be considered in approving or denying an application for siting any other dwelling;
 - c. may not be considered in approving a redesignation or rezoning of forest lands except for a redesignation or rezoning to allow a public park, open space or other natural resource use; and
 - d. May not be smaller than 25 acres unless the purpose of the land division is:
 - (1) To facilitate the creation of a wildlife or pedestrian corridor or the implementation of a wildlife habitat protection plan; or
 - (2) To allow a transaction in which at least one party is a public park or open space provider, or a not-for-profit land conservation organization that has cumulative ownership of a least 2,000 acres of open space or park property.

G. On land zone forest use, a property line adjustment may not be used to:

- 1. Decrease the size of a lawfully established unit of land that, before the relocation or elimination of the common property line, is smaller than the minimum lot or parcel size for the applicable zone and contains an existing dwelling or is approved for the construction of a dwelling, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;**
- 2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than**



- the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;
3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standard; or
 4. Adjust a property line that resulted from a subdivision or partition authorized by a waiver so that any lawfully established unit of land affected by the property line adjustment is larger than:
 - a. Two acres if the lawfully established unit of land is, before the adjustment, two acres in size or smaller and is high-value farmland, high-value forestland or within a ground water restricted area; or
 - b. Five acres if the lawfully established unit of land is, before the adjustment, five acres in size or smaller and is not high-value farmland, high-value forestland or within a ground water restricted area.

Section 3.119 - Additional Standards

A. Replacement Dwelling Standards

1. A replacement dwelling must have:
 - a. Intact exterior walls and roof structures;
 - b. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
 - c. Interior wiring for interior lights;
 - d. Heating system; and
 - e. Must be removed, demolished or converted to a non-residential use within three months of the completion of a replacement dwelling if it is replaced.
2. A replacement dwelling shall be subject to the following siting standards:
 - a. Replacement of a legally established dwelling in kind in the same location will be allowed and the applicant will be informed about and encouraged to address:



(1) General Development Standards,

(2) Siting Requirements for Compatibility.

- b. Replacement of a legally established dwelling with a larger dwelling in the same location will be allowed and the applicant will be required to meet all applicable:

(1) General Development Standards, and

Applicants replacing a dwelling in the same location with a larger dwelling will be informed about and encouraged to address

(2) Siting Requirements for Compatibility

- B. Siting Requirements for Compatibility of New Accessory Buildings and Structures or Replacement Dwellings and Accessory Buildings and Structures in a New Location: These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands.– Dwellings and structures shall be sited on the parcel so that:

1. Site Selection for Least Impact - ~~Siting shall result in the least possible impact on nearby or adjoining forest or agricultural lands.~~

a. **Siting shall result in the least possible impact on nearby or adjoining forest or agricultural lands.**

~~a.b.~~ Siting shall ensure that **adverse impacts on forest operations and accepted farming practices on the tract will be minimized;** ~~forest operations and accepted farming practices will not be curtailed or impeded.~~

~~b.c.~~ Siting shall minimize the amount of forest or farm land removed from production for access roads, service corridors, the dwelling and accessory structures.

~~c.d.~~ Siting shall minimize the risks associated with wildfire **by, including but not limited to,** ~~by~~ imposing fire prevention standards applicable to the Forest zone.

2. Dwelling and Accessory Structure Set Backs - To satisfy a. **and b.** above, relocated dwellings and their accessory structures shall be sited a minimum of 100 feet from property lines.– This set back is intended to limit the potential for conflict (including increased fire risk) between residential use and existing or potential resource use on surrounding parcels. Exceptions to this requirement may be granted outside the standard variance procedure in Chapter 6, if the applicant can demonstrate that the



siting the dwelling within 100 feet but not less than 40 feet from the public right of way or property line better accomplishes the objectives listed in a. above.

3. Clustering of Development - Clustering development near or among existing structures and in as limited a portion of the site as possible **given topography constraints, is required** ~~considered preferable~~ when developing in the Forest Zone. The applicant may be required to demonstrate that development has been clustered sufficiently to limit impacts on the undeveloped portion of the parcel or tract.
4. Good Proximity to Public Roads - Siting structures close to existing roads is **required.** ~~generally considered preferable and may be required of the applicant if it best accomplishes the overall intent of the siting requirements.~~
5. Development Located on Least Productive Portion of Land - Siting development on that portion of the parcel least well suited for growing trees is **required** ~~considered preferable.~~– The applicant may be required to demonstrate that the location of development will impact the least productive portion of the parcel or tract.
6. Road Maintenance Required - If road access to the relocated dwelling is by a road owned and maintained by the County, a private party, the Bureau of Land Management, or the United States Forest Service, then the applicant shall provide proof of a long-term road access use permit or maintenance agreement allowing permanent access to a dwelling site.– The road use permit or maintenance agreement may require the applicant to agree to accept full or partial responsibility for road maintenance.
7. **A functioning on-site water supply shall be implemented prior to issuance of any zoning approval/building permit within the F-1 zone.– The on-site water supply shall be connected to all applicable Fire Safety Standards (Chapter 10).**
- ~~7.8.~~ Authorization for Domestic Water Supply - The applicant shall provide evidence to the approving authority that the domestic water supply relied on for the re-located dwelling is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water or surface water. For purposes of this section, evidence of a domestic water supply means:
 - a. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
 - b. A water use permit issued by the Water Resources Department for the use described in the application; or



- c. Verification from the Water Resources Department that a water use permit is not required for the use described in the application.– If the proposed water supply is from a well and is exempt from permitting requirements, the applicant shall submit the well constructor's report to the county upon completion of the well.

9. Forest Stocking Requirements - Approval of a replacement dwelling in a new location shall be subject to the following requirements:

- a. Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules;
- b. The **Planning** Director shall notify the county assessor of the above condition at the time any decision to permit a dwelling is approved;
- c. The property owner of a parcel more than 30 acres in size, shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules.– The assessor will inform the Department of Forestry in cases where the property owner has not submitted a stocking survey report or where the survey report indicates that the minimum stocking requirements have not been met;
 - (1) Upon notification by the assessor, the Department of Forestry will determine whether the tract meets minimum stocking requirements.– If the tract does not meet those requirements the department will notify the owner and the assessor that the land is not being managed as forest land.– The assessor will then remove the forest land designation and impose (ORS [321.359](#)) the additional tax.
 - (2) The landowner for the dwelling shall sign and record in the deed records for the county a Forest Farm Management Easement document binding the landowner and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).



Section 3.120 - Forest (F-2) Zone

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Section 3.121 - Purpose

The purpose of the Forest (F-2) Zone is to protect land, designated as Forestry on the Comprehensive Plan Map that is suitable and desirable for commercial forestry activities. The scope of the zone also encompasses the management of areas for the continued use of lands for renewable resource production, retention of water resources, open space, recreation, wildlife habitats and related forest uses. Residential development which might be affected by or in itself affects accepted forest management practices will be limited or prohibited so as to maximize the productivity of forest resource management in the zone. Residents of this zone must recognize that the intent of the zone is to protect resource management activities and that in the event of a conflict between residential use and normal forestry or agricultural practices, this code will be interpreted in favor of the resource management practice.

Buildings or structures hereafter erected, structurally altered, enlarged or moved and land hereafter used in the Forest (F-2) Zone shall comply with the following regulations:

Section 3.122 - Uses Permitted Without Review

The following uses are permitted on lands designated Forest (F-2) Zone without review:

RESOURCE USES

- A. Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of forest tree species, application of chemicals and disposal of slash.
- B. Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for the purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction or recreational facilities. All uses proposed shall comply with the definition of auxiliary as defined in Chapter 1.



- C. Farm use as defined in Oregon Revised Statutes (ORS) [215.203\(2\)](#). Production of Marijuana is subject to Type I Review application and compliance with Chapter 11.
- D. Water intake facilities, canals and distribution lines for farm irrigation and ponds.
- E. Exploration for mineral and aggregate resources as defined in ORS [517](#).
- F. Exploration for and production of geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
- G. Temporary emergency response camps and staging areas for personnel and equipment necessary for one or more responders to respond to wildland fire, flood, or other emergency event
- H. **Temporary portable facility for the primary processing of forest products.**

NATURAL RESOURCE USES

- A. Uses to conserve soil, air, water quality and ~~open space and~~ to provide for forest, wildlife and fisheries resources that do not include development as defined by Section 1.090 in a FEMA designated Flood Zone. If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section [3.124 H](#) below. ~~(Amended 4/12)~~

UTILITIES & TRANSPORTATION

- B. Local Distribution Lines/Utility Facility Service Lines (e.g., electric telephone, natural gas) under 200' in height and accessory utility equipment (e.g. electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.
- C. Widening of roads within existing rights-of-way in conformance with the transportation element of the Wasco Comprehensive Plan including public roads and highway projects as described in ORS [215.283](#) (1). ~~(k) through (n).~~

COMMERCIAL USES

- D. Private hunting and fishing operations without any lodging accommodations or any other physical development.
- E. Minor Home occupation that:



1. Is carried on within a lawfully established dwelling only by members of the family who reside in the dwelling;
2. Does not serve clients or customers on-site;
3. Does not produce odor, dust, glare, flashing lights or noise;
4. Does not occupy more than 25 percent of the floor area of the dwelling; and
5. Does not include the on-premises display or sale of stock in trade.
6. Does not include the production, processing, wholesaling or retailing of marijuana.

Any Home Occupation that exceeds these standards is Major and subject to Section [3.125 BB](#) below.

~~F. An outdoor mass gathering as defined in ORS [433.735](#) (assembly of more than 3,000 people reasonably expected to continue for more than 24 consecutive hours but less than 120 hours within any three month period and which is held primarily in open spaces and not in any permanent structure) OR other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period. NOTE: A gathering described above is not subject to a land use decision or land use permitting. A Permit is required for outdoor mass gathering. Permit Application, notice, and fee, requirements are outlined in ORS [433.750-.755](#), to protect public health and safety.~~

Section 3.123 - Uses Permitted Subject to Type I Review

The following uses are permitted on a legal parcel on lands designated Forest (F-2) Zone subject to Section [3.217 - Property Development Standards](#), Chapter 10 – Fire Safety Standards, as well as any other listed, referenced or applicable standards.

This review involves an evaluation by Planning and Development staff but only requires formal zoning approval if the use if required to meet building codes approval. If the use does not require formal zoning approval but that is requested by the applicant for future documentation they will be charged the appropriate Type I review fee. ~~(Amended 4/12)~~

RESOURCE USES



- A. Temporary on-site structures which are auxiliary to and used during the term of a particular forest operation, as set forth in ORS [527.722](#). All structures proposed shall comply with the definition of temporary as defined in [Section \(B\)](#) of this zone.
- B. Towers and communication facilities for forest fire protection. Pursuant to Chapter 4 – Supplemental Provisions - Section 4.070, these uses do not require a variance if they exceed 35 feet in height.
- C. Fire stations for forest fire protection.
- D. An agricultural building, as defined in ORS 455.315, customarily provided in conjunction with farm use or forest use. A person may not convert an agricultural building authorized by this section to another use and is required to record a deed restriction identifying the building as for agricultural use only.**
- E. Uninhabitable structures accessory to fish and wildlife enhancement that does not include development as defined by Section 1.090 in a FEMA designated Flood Zone. If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section [3.124 G](#) below.
- F. Dwelling for Caretaker in a Public Park or Fish Hatchery. A single family dwelling may be authorized within the Forest Zones for a caretaker's residence when the residence will be located on land dedicated and developed as a public park, and the residence is to be occupied by a caretaker and caretaker's family only.
- G. The production of marijuana, subject to compliance with Chapter 11.

RESIDENTIAL USES

- ~~D.~~**H.** Alteration, restoration or replacement of a lawfully established dwelling and/or accessory residential or non-residential building or structure (non-discretionary) on any part of the legal parcel subject to Sections [3.127 A 2 a - Addition, Modification or Relocation Setbacks](#) & [3.129 A - Replacement Dwelling Standards](#) (Dwellings only). Any replacement dwelling and/or accessory building and structure need not be replaced in kind but must be replaced in the same location. Replacement dwellings and/or buildings and structures in a different location are subject to Section [3.124 A](#) below.

ENERGY/UTILITY FACILITIES

- I.** Non-commercial/stand-alone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale



commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.

- J. Collocation of antennas and wireless telecommunication facilities, including associated equipment (equipment shelters, etc.) on a previously approved wireless telecommunications facility subject to Chapter 14.**

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Section 3.124 - Uses Permitted Subject to Standards/Type II Review

The following uses may be permitted on a legal parcel on lands designated Forest (F-2) Zone subject to the Section [3.127 - Property Development Standards](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards.

RESOURCE USES

- A. Temporary forest labor camps. All structures/facilities proposed shall comply with the definition of temporary as defined in Chapter 1.

RESIDENTIAL USES ~~(revised 4/12)~~

- B. Alteration, restoration or replacement of a lawfully established dwelling and/or accessory residential or non-residential building or structure (discretionary) on any part of the legal parcel subject to Sections [3.127 A 2 a - Addition, Modification or Relocation Setbacks](#) & [3.129 A - Replacement Dwelling Standards](#) (Dwellings only) & [3.129 D - Siting Requirements for Compatibility](#).
- C. Lot of Record Dwelling subject to Section [3.219 B - Lot of Record Test](#) & [3.129 E - Siting Requirements for Compatibility](#).
- D. Large Tract Dwelling subject to Section [3.219 C - Large Tract Test](#) & [3.129 E - Siting Requirements for Compatibility](#).
- E. **Accessory Forest Dwelling subject to Section 3.219 D & 3.129 E Requirements for Compatibility.**

A building or structure accessory to a legally established residential use subject [3.129 D - Siting Requirements for Compatibility](#). This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground.

NATURAL RESOURCE USES ~~(Amended 4/12)~~



- F. Uninhabitable structures accessory to fish and wildlife enhancement that includes development as defined by Section 1.090 in a FEMA designated floodplain subject to Section 3.740 - Flood Hazard Overlay (~~EPD~~**OZ** 1).
- G. Uses to conserve soil, air, water quality ~~and open space~~ and to provide for forest, wildlife and fisheries resources that includes development as defined by Section 1.090 in a FEMA designated floodplain subject to Section 3.740 - Flood Hazard Overlay (**OZ**~~EPD~~ 1).

ENERGY/**UTILITY** FACILITIES

- H. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (~~Added 4/12~~)
- I. **Communication facilities and towers supporting wireless telecommunication facilities, subject to Chapter 14.**

MISCELLANEOUS USES

- J. Partitions, ~~Property Line Adjustments and Subdivisions~~, **and Replats** subject to Chapter 21 - Land Divisions.
- K. **Property Line Adjustments are subject to Chapter 21 and Section 3.128 (G).**

Section 3.125 - Uses Permitted Subject to Conditional Use Review/~~Type II or~~ Type III

The following uses may be permitted on a legal parcel on lands designated Forest (F-2) Zone subject to Section [3.126 – Conditional Use Approval Standards](#), Section [3.127 - Property Development Standards](#), Chapter 5 – Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced, or applicable standards. (~~Amended 4/12~~)

RESOURCE USES

- A. Permanent facility for the primary processing of forest products **that is:**
 - 1. **Located in a building or buildings that do not exceed 10,000 square feet in total floor area, or in an outdoor area that does not exceed one acre excluding**



laydown and storage yards, or a proportionate combination of indoor and outdoor areas; and

2. **Adequately separated from surrounding properties to reasonably mitigate noise, odor and other impacts generated by the facility that adversely affect forest management and other existing uses, as determined by the governing body;**~~and~~

- B. Permanent logging equipment repair and storage.
- C. Log scaling and weigh stations.
- D. Forest management research and experimentation facilities as defined in ORS [526.215](#) or when accessory to forest operations.
- E. Fire stations for rural fire protection and permanent fire protection staging areas including permanent grading and structures necessary to stage fire equipment for emergency response by one or more than one emergency responder.
- F. Mining and processing of oil, gas or other subsurface resources as defined in ORS Chapter [520](#) and mining and processing of aggregate and mineral resources as defined in ORS Chapter [517](#).

~~G. Exploration for and production of geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.~~

G. Emergency campgrounds subject to OAR 660-006-0025 (e)(B), (e)(B)(i), and (e)(B)(ii).

RESIDENTIAL USES

- H. Temporary Hardship Dwelling. A mobile home in conjunction with an existing legally implemented dwelling as a temporary use, subject to Chapter 8 - Temporary Use Permit – Section 8.070, for the term of a hardship suffered by the existing resident or a relative as defined in [215.283](#).

ENERGY/UTILITY/SOLID WASTE DISPOSAL FACILITIES

- I. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.



- J. Commercial Power Generating Facility (Utility Facility for the Purpose of Generating Power) subject to Chapter 19 - Standards for Energy Facilities Section 19.030. A power generation facility shall not preclude more than ten acres from use as a commercial forest operation unless an exception is taken pursuant to OAR [660-004](#) and must be reviewed and determined to comply with Chapter 19 standards and criteria for energy facilities and commercial energy facilities.
- K. New electric transmission lines (Electrical Transmission Facilities) with right of way widths of up to 100 feet as specified in ORS [772.210](#), Local distribution Lines/Utility Facility Service Lines over 200' in height and Natural Gas or Petroleum Product Pipelines subject to Chapter 19 – Standards for Energy Facilities - Section 19.030. New distribution lines (e.g. electrical, gas, oil, geothermal) with rights-of-way fifty (50) feet or less in width.
- L. Disposal site for solid waste, for which the Department of Environmental Quality has granted a permit under ORS [459.245](#), together with equipment, facilities or buildings necessary for its operation.
- M. Television, microwave and radio communication facilities and transmission towers.
- N. Water intake facilities, related treatment facilities, pumping stations and distribution lines.
- O. Reservoirs and water impoundments.

TRANSPORTATION

- P. Public road and highway projects as described in ORS [215.283](#) (2)(p) through (r).
- Q. Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.
- R. Expansion of existing airports.
- S. Aids to navigation and aviation.
- T. Parking of up to seven dump trucks and seven trailers.**
- U. Permanent logging equipment repair and storage.**

PARKS/PUBLIC/QUASI-PUBLIC FACILITIES



V. Parks and campgrounds - A campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes. A camping site may be occupied by a tent, travel trailer, yurt, or recreational vehicle. Campgrounds authorized under this section are to be located at a site or contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground. The campground shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. A private campground shall be subject to the Section [3.219 F – Additional Standards](#) below.

W. Private seasonal accommodations for fee hunting or fishing operations occupied on a temporary basis may be approved upon findings that the request complies with the following requirements;

1. Accommodations are limited to no more than fifteen (15) guest rooms as that term is defined in the Oregon Structural Specialty Code.
2. Only minor incidental and accessory retail sales are permitted.
3. Accommodations shall only be occupied seasonally and temporarily for the purpose of hunting and fishing during seasons authorized by the Oregon Department of Fish and Wildlife.
4. Fishing accommodations must be located within 1/4 mile of fish-bearing waters.
5. Other conditions imposed by the Approving Authority deemed necessary.
6. The accommodations and operations shall not include the production, processing, wholesaling or retailing of marijuana; a commercial activity carried on in conjunction with a marijuana crop is prohibited. (See Section 34, Chapter 614, Oregon Laws 2015.)

X. Youth Camps subject to the limitations and requirements of [OAR 660-006-0031](#).

Y. Public parks subject to OAR [660-034-0035](#) or [660-034-0040](#), whichever is applicable.

Z. Cemeteries.

AA. Firearms training facility **as provided in ORS 197.770(2).**

COMMERCIAL USES



~~Z~~**BB.** Major Home occupations

~~AA~~**CC.** Subject to Chapter 20 - Site Plan Review - Section 20.090. Construction of a structure and production, processing, wholesaling and retailing of marijuana that would not otherwise be allowed in the zone is not permitted.

~~BB~~**DD.** Any gathering subject to review by the Wasco County Planning Commission under the provisions of ORS [433.763](#). This includes any gathering of more than 3,000 persons which continues or can reasonably be expected to continue for more than 120 hours within any three-month period and any part of which is held in open spaces. Approval of a land use permit for this type of gathering is required. Special criteria listed in ORS [433.763](#) must be addressed.

Section 3.126 - Conditional Use Approval Standards

The following review criteria shall apply to a conditional use applied for in Section [3.125](#) of this Section:

A. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;

~~A~~**B.** The proposed use will not significantly increase the fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.

~~B~~**C.** The landowner for the use shall sign and record in the deed records for the County a ~~forest~~ **Forest** Farm Management Easement document binding the landowner and landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).

Section 3.1265 - Prohibited Uses

Marijuana processing, wholesaling, retailing and all other uses not listed which are not determined to be similar uses, as provided in Section 4.010 of this Ordinance.

Section 3.127 - Property Development Standards

A. Setbacks

1. New Buildings and Structures: No structure other than a fence, sign, road or retaining wall less than four (4) feet in height shall be located closer than forty (40) feet from the right of way of a public road and all other property lines. Dwellings and



structures accessory to dwellings shall also meet all siting standards and setbacks listed for dwellings or structures in the F-2 zone.

2. Additions, modifications or relocation of existing buildings and structures shall comply with the setback standards in a. above. ~~(Added 4/12)~~
 - a. Dwellings: The proposed addition modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements unless the addition will extend a structure further away from and perpendicular to the property line or resource. Any proposal that would place a relocated dwelling or extend an existing dwelling into or further toward the property line or resource, or expand an existing dwelling parallel into a setback or buffer shall also be subject to Chapters 6 & 7 - Variances and any other applicable review criteria. The provisions of Chapter 13 - Nonconforming Uses, Buildings and Lots are not applicable to replacement dwellings.
 - b. Buildings and Structures other than Dwellings: The proposed addition, modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements. If the building or structure currently conforms to all setback standards and the proposal would result in non-conformity a Chapter 6 or 7 variance will be required. If the building or structure currently does not conform to all setback standards and the proposal would increase the non-conformity it shall be subject to the applicable provisions of Chapter 13 - Nonconforming Uses, Buildings and Lots.
3. Waterways
 - a. Resource Buffers: All bottoms of foundations of permanent structures, or similar permanent fixtures shall be setback from the high water line or mark, along all streams, lakes, rivers, or wetlands. ~~(Added 4/12)~~
 - i. A minimum distance of one hundred (100) feet when measured horizontally at a right angle for all water bodies designated as fish bearing by any federal, state or local inventory.
 - ii. A minimum distance of fifty (50) feet when measured horizontally at a right angle for all water bodies designated as non-fish bearing by any federal, state or local inventory.
 - iii. A minimum distance of twenty-five (25) feet when measured horizontally at a right angle for all water bodies (seasonal or permanent) not identified on any federal, state or local inventory.



- iv. If the proposal does not meet these standards it shall be subject to [subsection 2. above - Additions or Modifications to Existing Structures.](#)
- v. The following uses are not required to meet the waterway setbacks; however, they must be sited, designed and constructed to minimize intrusion into the riparian area to the greatest extent possible:
 - (a) Fences;
 - (b) Streets, roads, and paths;
 - (c) Drainage facilities, utilities, and irrigation pumps;
 - (d) Water-related and water-dependent uses such as docks and bridges;
 - (e) Forest practices regulated by the Oregon Forest Practices Act;
 - (f) Agricultural activities and farming practices, not including the construction of buildings, structures or impervious surfaces; and
 - (g) Replacement of existing structures with structures in the same location that do not disturb additional riparian surface area.

4. **All development will be setback 25 feet from roads or access easements.**

- B. Height: Maximum height for all structures shall be thirty-five (35) feet. Height is measured from average grade.
- C. Floodplain: Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740 - Flood Hazard Overlay (~~EPD~~ **OZ** 1).
- D. Signs: Signs shall not extend over a public right-of-way or project beyond the property line.
 - 1. Signs shall not be illuminated or capable of movement.
 - 2. Signs shall be limited to twelve (12) square feet in area and shall describe only uses permitted and conducted on the property on which the sign is located.



3. Signs advertising the sale or rental of the premise and temporary in nature are permitted provided the sign is erected no closer than ten (10) feet from right of way of public road.
- E. Parking: Off street parking shall be provided in accordance with Chapter 20 - Site Plan Review when and if necessary.
- F. Lighting: All outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, and waterways. Shielding and hooding materials shall be composed of non-reflective, opaque materials.
- G. New Driveways: All new driveways which access a public road shall obtain a Road Approach Permit from the Wasco County Public Works Department.

Section 3.128 - Parcel Size Standards

The minimum lot or parcel size shall be 80 acres. The following exceptions may apply:

- A. Exchanges and transfers between forest land owners for the purpose of consolidating existing private or public land is a Type I action and exempt from Section 21.060. Units of land less than 80 acres may be exchanged to consolidate ownership as long as no new parcels are created from such exchange. Section 21.050(B) & (C), Section 21.070 & Section 21.080 are required to be met to consolidate transferred units of land into receiving parcel boundaries as necessary to avoid creating new parcels. Parcels created as a result of exchanges or transfers shall not be recognized as new parcels for the purpose of establishing additional homesites.
- B. Divisions to create parcels for specified non resource use permissible in the F-2 Zone - Lot or parcel size may be reduced below 80 acres only for the uses listed in Section [3.125](#) ~~A, B, D, E, F, I, K, L, M, N, R, S, V, W, & X~~ **A, B, C, E, F, J, L, M, N, O, S, V, Y, Z, AA** and OAR [660-006](#)-0025 (3) (m) &(n) and (4) (a)-(o) providing these uses meet all other applicable standards and criteria in this section.
- C. Divisions of land containing single dwelling - The minimum parcel size may be waived to allow the division of a parcel containing a dwelling that existed prior to June 1,1995 provided that:
 1. The parcel containing the dwelling shall not be larger than 5 acres, except as necessary to recognize physical factors such as roads or streams, in which case the parcel shall be no larger than 10 acres; and
 2. The remaining parcel, not containing the dwelling, shall either:



- a. Meet the minimum parcel size standard of the zone; or
 - b. Be consolidated with another parcel, and together the parcels meet the minimum parcel size standard of the zone.
3. The remaining parcel, not containing the dwelling, shall not be entitled to a dwelling unless authorized by law or goal.
 4. An irrevocable deed restriction shall be recorded with the deed for the remaining parcel not containing the dwelling. The deed restriction shall be noted in Planning Department records, and shall preclude all rights to construct a dwelling on the remaining parcel unless authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to agricultural land or forest land.
 5. A forest farm management easement shall be recorded for each resulting parcel.
- D. Divisions of land containing at least two dwellings - The minimum parcel size may be waived to allow the division of a lot or parcel zoned for forest use if:
1. At least two dwellings lawfully existed on the lot or parcel prior to November 4, 1993;
 2. Each dwelling complies with the criteria for a replacement dwelling in this zone;
 3. Except for the parent parcel, each parcel created under these provisions shall be between two and five acres in size;
 4. At least one dwelling shall be located on each parcel created, including the parent parcel;
 5. An irrevocable deed restriction shall be recorded with the deeds for the parcels created (including the parent parcel) that prohibits the property owner and the property owner's successors in interest from further dividing the parcel. The deed restriction shall be noted in Planning Department records, and shall preclude all rights to further divide the affected parcels unless subsequently authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to forest land.
 6. A lot or parcel may not be divided under the provisions of this subsection if;



- a. An existing dwelling on the lot or parcel was approved under a land use regulation that required eventual removal of the dwelling; or
 - b. An existing dwelling on the lot or parcel was approved under a land use regulation that prohibited subsequent division of the lot or parcel; or
 - c. An existing dwelling on the lot or parcel was approved as a farm or non-farm dwelling under the EFU provisions allowed in mixed farm and forest zones.
- E. Divisions of forest land to facilitate a forest practice, as defined in ORS [527.620](#), may result in parcels less than the minimum parcel size provided that the approval is based on findings which demonstrate that there are characteristics present in the proposed parcel that justify an amount of land smaller than the minimum parcel size in order to conduct the forest practice. Parcels created under this provision:
- 1. Shall not be eligible for siting of a new dwelling;
 - 2. Shall not serve as the justification for the siting of a future dwelling on other lots or parcels;
 - 3. Shall not, as a result of the land division, be used to justify re-designation or rezoning of resource lands;
 - 4. Shall not result in a parcel of less than 35 acres, except:
 - a. Where the purpose of the land division is to facilitate an exchange of lands involving a governmental agency; or
 - b. Where the purpose of the land division is to allow transactions in which at least one participant is a person with a cumulative ownership of at least 2,000 acres of forest land; and
 - 5. If associated with the creation of a parcel where a dwelling is involved, shall not result in a parcel less than the minimum lot or parcel size of the zone.
 - 6. An irrevocable deed restriction shall be recorded with the deed for the newly created parcel(s). The deed restriction shall be noted in Planning Department records, and shall preclude all rights to construct a dwelling on the new parcel(s) unless authorized by law or goal. The deed restriction may be released by the Director if the property is no longer subject to protection under statewide planning goals related to agricultural land or forest land.
 - 7. A forest farm management easement shall be recorded for each parcel.



F. Division of land for public park uses provided that:

1. The land division is for the purpose of allowing a provider of public parks or open space, or a not-for profit land conservation organization, to purchase at least one of the resulting parcels; and
2. If one of the resulting parcels contains a dwelling, that parcel shall be large enough to support continued residential use of the parcel; and
3. The parcel created for park or open space uses shall not contain a dwelling, and:
 - a. Is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);
 - b. May not be considered in approving or denying an application for siting any other dwelling;
 - c. May not be considered in approving a re-designation or rezoning of forest lands except for a re-designation or rezoning to allow a public park, open space or other natural resource use; and
 - d. May not be smaller than 25 acres unless the purpose of the land division is:
 - i. To facilitate the creation of a wildlife or pedestrian corridor or the implementation of a wildlife habitat protection plan; or
 - ii. To allow a transaction in which at least one party is a public park or open space provider, or a not-for-profit land conservation organization that has cumulative ownership of a least 2,000 acres of open space or park property.

G. On land zone forest use, a property line adjustment may not be used to:

- 1. Decrease the size of a lawfully established unit of land that, before the relocation or elimination of the common property line, is smaller than the minimum lot or parcel size for the applicable zone and contains an existing dwelling or is approved for the construction of a dwelling, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;**
- 2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the**



- minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;
3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standards; or
 4. Adjust a property line that resulted from a subdivision or partition authorized by a waiver so that any lawfully established unit of land affected by the property line adjustment is larger than:
 - a. Two acres if the lawfully established unit of land is, before the adjustment, two acres in size or smaller and is high-value farmland, high-value forestland or within a ground water restricted area; or
 - ~~a.~~ b. Five acres if the lawfully established unit of land is, before the adjustment, five acres in size or smaller and is not high-value farmland, high-value forestland or within a ground water restricted area.

Section 3.129 - Additional Standards

A. Replacement Dwelling standards

1. A replacement dwelling must have:
 - a. Intact exterior walls and roof structures;
 - b. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;
 - c. Interior wiring for interior lights;
 - d. Heating system; and
 - e. Must be removed, demolished or converted to a non-residential use within three months of the completion of a replacement dwelling if it is replaced.
2. A replacement dwelling shall be subject to the following siting standards:



- a. Replacement of a legally established dwelling in kind in the same location will be allowed and the applicant will be informed about and encouraged to address:
 - i. General Development Standards,
 - ii. Siting Requirements for Compatibility.
- b. Replacement of a legally established dwelling with a larger dwelling in the same location will be allowed and the applicant will be required to meet all applicable:
 - i. General Development Standards, and

Applicants replacing a dwelling in the same location with a larger dwelling will be informed about and encouraged to address

- ii. Siting Requirements for Compatibility.

B. Lot of Record Test: One single family dwelling on a lot of record, meeting the following qualifications:

- 1. The lot or parcel on which the dwelling is to be sited was lawfully created and was acquired and owned continuously by the present owner:
 - a. Prior to January 1, 1985; or
 - b. By devise or interstate succession from a person who acquired and had owned continuously the lot or parcel prior to January 1, 1985; and

As used in this subsection, “owner” includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle niece, nephew, stepparent, stepchild, grandparent or grandchild of the owner or a business entity owned by any one or combination of these family members.

- 2. The tract or parcel on which the dwelling is to be sited is composed of soils not capable of producing four thousand (4,000) cubic feet per year of forest tree species as defined in subsection B of this section; and
- 3. The tract or parcel on which the dwelling is to be sited is located within fifteen hundred (1,500) feet of a public road as defined by Chapter 1 that provides or will provide access to the subject tract. The road shall be maintained and either paved or surfaced with rock and shall not be:
 - a. A United States Bureau of Land Management road; or



- b. A United States Forest Service Road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency. Note: any access authorization must be demonstrated to provide a permanent access route to the home site; and
 4. The tract on which the dwelling will be sited does not include a dwelling; and
 5. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993 and no dwelling exists on another lot or parcel that was part of that tract; and
 6. If the tract on which the dwelling is to be sited consists of more than one lot or parcel, all lots and parcels within the tract shall be consolidated into a single lot or parcel; and
 7. When the lot or parcel on which the dwelling will be sited lies within an area designated as big game winter range, the siting of the dwelling shall be consistent with the limitation on density upon which the Section 3.290 (Sensitive Wildlife Habitat Overlay) describes to protect habitat; and
 8. A Forest Farm Management Easement is filed with the deed records of the property.
- C. Large Tract Test - If a dwelling is not allowed under the Lot of Record test, a dwelling may be allowed on land zoned for forest use if It complies with all applicable provisions of law and meets the following:
 1. The tract on which the dwelling will be sited does not include a dwelling; and
 2. The tract consists of at least 240 contiguous acres or 320 non-contiguous acres in one ownership in the same county or contiguous counties;
 3. **Irrevocable** CC&Rs or a deed restriction defined in subsection B of this section, has been executed and recorded that encumbers all other lots or parcels that comprise the tract used to meet the acreage test; and
 4. A Forest Farm Management Easement is filed with the deed records of the property.
 5. **A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or waterway.**



- D. Accessory Forest Dwelling – An accessory dwelling in conjunction with forest use may be allowed on land zoned for forest use if it complies with all applicable provisions of law and meets the following:
1. The new single-family dwelling unit will be on a lot or parcel no smaller than the minimum parcel size of 80 acres.
 2. The new single-family dwelling unit will be on a lot or parcel that contains exactly one existing single-family dwelling unit that was lawfully:
 - a. In existence before November 4, 1993; or
 - b. Approved under the large tract dwelling test.
 - c. The shortest distance between the new single-family dwelling unit and the existing single-family dwelling unit is no greater than 200 feet;
 - d. The lot or parcel is within a rural fire protection district organized under ORS chapter 478;
 - e. The new single-family dwelling unit complies with the Oregon residential specialty code relating to wildfire hazard mitigation;
 - f. As a condition of approval of the new single-family dwelling unit, in addition to the requirements of ORS 215.293, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing irrevocable deed restrictions that:
 - i. Prohibit the owner and the owner's successors from partitioning the property to separate the new single-family dwelling unit from the lot or parcel containing the existing single-family dwelling unit; and
 - ~~i.~~ Require that the owner and the owner's successors manage the lot or parcel as a working forest under a written forest management plan, as defined in ORS 526.455 that is attached to the instrument.
 - ~~ii.~~ The existing single-family dwelling unit is occupied by the owner or a relative;
 - ~~iii.~~ The new single-family dwelling unit will be occupied by the owner or a relative; and



- ii. The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner.

2.3. If a new single-family dwelling unit is constructed under this subsection, a county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100. As a condition of approval, the property owner agrees to acknowledge and record in the deed records for the county in which the lot or parcel is located, one or more instruments containing the following language as an irrevocable deed restriction: Dwellings on this lot or parcel cannot be used for vacation occupancy as defined in ORS 90.100.

3.4. As used in this section (3.129 D), "owner or a relative" means the owner of the lot or parcel, or a relative of the owner or the owner's spouse, including a child, parent, stepparent, grandchild, grandparent, stepgrandparent, sibling, stepsibling, niece, nephew or first cousin of either.

~~D.E.~~ Siting Requirements for Compatibility of New Dwellings and Accessory Buildings and Structures or Replacement Dwellings and Accessory Buildings and Structures in a New Location: These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands. Dwellings and structures shall be sited on the parcel so that:

1. Site Selection for Least Impact - ~~Siting shall result in the least possible impact on nearby or adjoining forest or agricultural lands.~~

a. **Siting shall result in the least possible impact on nearby or adjoining forest or agricultural lands.**

b. Siting shall ensure that **adverse impacts on forest operations and accepted farming practices on the tract will be minimized;** ~~forest operations and accepted farming practices will not be curtailed or impeded.~~

c. Siting shall minimize the amount of forest or farm land removed from production for access roads, service corridors, the dwelling and accessory structures.

d. Siting shall minimize the risks associated with wildfire **by, including but not limited,** to imposing fire prevention standards applicable to the Forest zone. ~~(Added 4/12)~~



2. Dwelling and Accessory Structure Set Backs - To satisfy a. **and b.** above, dwellings and their accessory structures shall be sited a minimum of 100 feet from property lines. This set back is intended to limit the potential for conflict (including increased fire risk) between residential use and existing or potential resource use on surrounding parcels. Exceptions to this requirement may be granted outside the standard variance procedure in Chapter 6, if the applicant can demonstrate that the siting the dwelling within 100 feet but not less than 40 feet from the public right of way or property line better accomplishes the objectives listed in 1. above.
3. Clustering of Development - Clustering development near or among existing structures and in as limited a portion of the site as **possible, given topography constraints, practical is required**~~considered preferable~~ when developing in the Forest Zone. The applicant may be required to demonstrate that development has been clustered sufficiently to limit impacts on the undeveloped portion of the parcel or tract.
4. Good Proximity to Public Roads - Siting close to existing roads is **required**~~generally considered preferable and may be required of the applicant if it best accomplishes the overall intent of the siting requirements.~~
5. Development Located on Least Productive Portion of Land - Siting development on that portion of the parcel least well suited for growing trees is **required**~~considered preferable~~. The applicant may be required to demonstrate that the location of development will impact the least productive portion of the parcel or tract.
6. Road Maintenance Required - If road access to the dwelling is by a road owned and maintained by the County, a private party, the Bureau of Land Management, or the United States Forest Service, then the applicant shall provide proof of a long-term road access use permit or maintenance agreement allowing permanent access to a dwelling site. The road use permit or maintenance agreement may require the applicant to agree to accept full or partial responsibility for road maintenance.
7. **A functioning on-site water supply shall be implemented prior to issuance of any zoning approval/building permit within the F-2 zone. The on-site water supply shall be connected to all applicable Fire Safety Standards (Chapter 10).**
- ~~7.8.~~ A functioning on-site water supply shall be implemented prior to issuance of any zoning approval/building permit within the F-2 zone. The on-site water supply shall be connected to all applicable Fire Safety Standards (Chapter 10).



8.9. Authorization for Domestic Water Supply - The applicant shall provide evidence to the approving authority that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water or surface water. For purposes of this section, evidence of a domestic water supply means:

- a. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
- b. A water use permit issued by the Water Resources Department for the use described in the application; or
- c. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements, the applicant shall submit the well constructor's report to the county upon completion of the well.

9.10. Forest Stocking Requirements - Approval of a dwelling shall be subject to the following requirements:

- a. Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules;
- b. The director or the director's designee shall notify the county assessor of the above condition at the time any decision to permit a dwelling is approved;
- c. The property owner of a parcel more than 30 acres in size, shall submit a stocking survey report to the county assessor and the assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry rules. The assessor will inform the Department of Forestry in cases where the property owner has not submitted a stocking survey report or where the survey report indicates that the minimum stocking requirements have not been met;
- i. Upon notification by the assessor, the Department of Forestry will determine whether the tract meets minimum stocking requirements. If the tract does not meet those requirements the department will notify the owner and the assessor that the land is not being managed as forest land. The assessor will then remove the forest land designation and impose (ORS [321.359](#)) the additional tax.



- ii. The landowner for the dwelling shall sign and record in the deed records for the county a Forest Farm Management Easement document binding the landowner and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).

F. Private Parks and Campgrounds Standards:

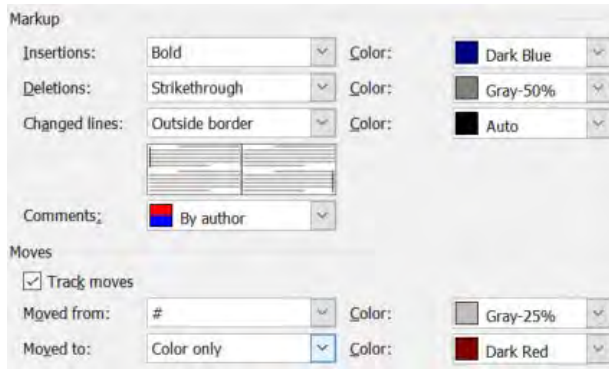
1. Except on **an unit of land** ~~a lot or parcel~~ contiguous to a lake or reservoir, campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS [197.732](#) and OAR [660-004](#).
2. A private campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.
3. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive six-month period; and
4. Separate sewer, water or electric service hook-ups shall not be provided to individual camp sites except **electrical service only** for yurts meeting the following requirements:
 - a. No more than one-third (1/3) or a maximum of ten (10) campsites, whichever is less, may include a yurt; and
 - b. The yurt shall be located on the ground or on a wood floor with no permanent foundation; and
 - c. The Land Conservation and Development Commission may provide by rule for an increase in the number of yurts allowed on all or a portion of the campgrounds in Wasco County if the Commission determines that the increase will comply with the standards described in ORS [215.296\(1\)](#).
 - d. As used here, "yurt" means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up or internal cooking appliance.



5. Campfires will be subject to Oregon Department of Forestry regulated use closures during fire season. Camp grounds are not automatically exempted and need to comply with all applicable use restrictions.



Wasco County Planning Land Use and Development Ordinance Update Draft Cover Sheet



The drafts are created using track changes in Microsoft Word.

The key to the left is a reference for how revisions are marked up in the draft.

The bold, blue text shows new text.
Text with a line through it, in light grey,
is proposed to be deleted.



rules adopted under ORS ~~4688.095~~, and must be reviewed subject to Section ~~3.219 K~~
below: ~~OAR 660-033-130 (11), ORS 215.246, ORS 215.247, ORS 215.249, and ORS~~
~~215.251.~~

Text underlined by a wavy line is
optional.



COMMERCIAL USES RELATED TO FARM USE

B. A winery subject to ~~3.219 F~~ below: ~~ORS 215.452, ORS 215.453, ORS 215.454, ORS~~
~~215.455 and ORS 215.237.~~

C. A cider business subject to ORS 215.451.

D. A facility for the processing of farm crops or the production of biofuel as defined in ORS
315.141 subject to the following: farm products as described in ORS 215.255.

The # shows where text has been
moved from and the red text
shows the new proposed location
for that moved text



#



K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling
has been listed in a county inventory as an historic property and is listed on the National
Register of Historic Places. The application shall include a *Farm Management Plan*
documenting how the replacement dwelling will be used in conjunction with a farm use.



Chapter 3 – A-1 Revisions

- (Page 1, Section 3.211) Updating language for clarity.
- (Page 2, Section 3.212) The language related to reconstruction and modification of public roads was edited to be consistent with state law.
- (Page 3, Section 3.212) The language for Use L was modified to match state law provision.
- (Page 3, Section 3.212) Outdoor mass gathering language is removed, as it is not a land use decision, and will be deferred to an adopted OMG ordinance.
- (Page 4, Section 3.213) Agricultural building language is modified to be consistent with state law requirements, as indicated by the Model Code Audit. The # represents the move of historic home replacement to an STS review process, as required by state law. Use E is added, as consistent with federal and state law, and to reference new Chapter 14. Use F is added to be consistent with uses defined by OAR 660-033.
- (Page 5, Section 3.214) Additional criteria for wineries found directly in state law.
- (Page 5, Section 3.124) Addition of cideries as allowed by Senate Bill 677 (2017). Cideries would be processed similar to wineries. This is an optional use. The language farm processing facility is modified to reflect changes to state law. This is also an optional use.
- (Page 6, Section 3.124) Criteria requiring a nonfarm dwelling review for a lot of record dwelling is removed as it is inconsistent with state law. K language moved from Page 4, Section 3.213, as consistent with state law.
- (Page 7, Section 3.124) Based on Model Code Audit, O added to be in compliance with state and federal law.
- (Page 8, Section 3.124) Additional language to Q. was flagged during the Model Code audit as required by state law. Edits were made to R. and S., reflecting updates to Chapter 21 and to reference new property line adjustment criteria in resource zones required following the passage of [House Bill 2831](#) in 2015.
- (Page 8, Section 3.124) The addition for T. allows for the creation of parcels, for utility facilities necessary for public service, that are below minimum parcel size was a new allowance following the passage of Senate Bill 408 (2019). This is an optional update.
- (Page 8, Section 3.1245) The aggregate and non-farm dwelling uses were moved from Section 3.125 (Conditional Uses) to Subject to Standards and subject to [ORS 215.296](#). . Agritourism, based on public feedback during Wasco County 2040, is proposed as a new use subject to requirements and criteria. E. is also moved from Section 3.125.
- (Page 9, Section 3.1245) Restaurants in conjunction with wineries are an optional use, based on the passage of [Senate Bill 841](#) (2013). Uses E and F are added to be consistent with state law required uses, and D is moved from another area to be consistent with state law.
- (Page 11, Section 3.125) Guest ranches are an optional permitted use by state law that differ in some criteria and allowances from farm ranch recreation. This is an optional update.
- (Page 12, Section 3.125) The new S is a required permitted use. The old S was moved to Section 3.124. Former use U was moved to Section 3.123, consistent with state law.
- (Page 15, Section 3.125) New state law required uses were added as GG and HH. The new proposed II is an optional use allowed by the passage of [Senate Bill 287](#) (2019). This is an optional update. The new proposed JJ use was discussed with the public during Wasco County 2040, as an optional update. The new proposed KK use is an optional update allowed by the passage of [Senate Bill 1533](#) (2018).
- (Page 16-17, Section 3.126) Based on public feedback, setbacks with farm dwellings are being revised to reduce barriers to siting farm dwellings that are at lower risk of conflict with adjacent farm operations.
- (Page 19, Section 3.126) Setback standards from roads or access easements are added to be consistent with Chapter 22.
- (Page 20, Section 3.126) Additional language clarifying the temporary sign rules for election signs is proposed.
- (Page 20, Section 3.127) Based on state law requirements, the requirements for farm management plans have been streamlined, and the additional criteria are proposed to be removed.
- (Page 21, Section 3.128) Language removed is out of date.
- (Page 24-35, Section 3.128) The additional language is new property line adjustment criteria in resource zones required following the passage of [House Bill 2831](#) in 2015.
- (Page 25, Section 3.2185) Language proposed to be removed is out of date and inconsistent with state law.



Chapter 3 – A-1 Revisions

- (Page 31-36, Section 3.129) The additional criteria are required by state law and were identified during the Model Code audit. Deleted language is out of date.
- (Page 37-44, Section 3.129) Winery, aggregate, composting, farm stand, and other criteria are removed from this section, as the use now refers directly to criteria in state law.
- (Page 45, Section 3.129) Public parks/campground use now refers directly to state law. One criterion remains, as it is an additional requirement imposed by Wasco County.
- (Page 49-50, Section 3.129) Optional requirements are added for agritourism uses based on public input.

All other edits are corrections or updates to references or state law requirements.



Section 3.210 – Exclusive Farm Use (A-1) Zone

Section 3.211 – Purpose	1
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Section 3.211 – Purpose

The purpose of the Exclusive Farm Use (A-1) Zone is to preserve and maintain *agricultural lands* for farm use consistent with historical, existing, and future needs. ~~– This includes including economic needs that pertain~~ **related** to the production of agricultural products. And to permit the establishment of only those uses that are compatible with agricultural activities consistent with the applicable Statutory and Administrative Rule provisions of ORS Chapter [215](#) and OAR Chapter [660-033](#).

Uses, buildings or structures hereafter erected, structurally altered, enlarged, or moved and land hereafter used in the Exclusive Farm Use (A-1) Zone shall comply with the following regulations. If these regulations are preempted by mandatory ORS's or OAR's, those **regulations** shall be applied directly pursuant to ORS [197.646](#).

Section 3.212 – Uses Permitted Without Review

The following uses are permitted on lands designated Exclusive Farm Use (A-1) Zone without review:

RESOURCE USES

- A. Farm use as defined by Section 1.090, Definitions and ORS [215.203](#), that is non-discretionary.
- B. Propagation and harvesting of a forest product.
- C. Operations for the exploration for minerals as defined by ORS [517.750](#). Any activities or construction relating to such operations shall not be a basis for an exception under ORS [197.732](#)(1)(a) or (b).



- D. Operations for the exploration for and production of geothermal resources as defined by ORS [522.005](#), and oil and gas as defined by ORS [520.005](#) including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the wellhead. (Processing of said resources is a conditional use.).

NATURAL RESOURCE USES

- E. Creation, restoration or enhancement of wildlife habitat and wetlands that do not include *development* as defined by Section 1.090 in a FEMA designated Flood Zone. If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section [3.214 L](#) below.

TRANSPORTATION FACILITIES

- F. Climbing and passing lanes within a highway right of way existing as of July 1, 1987.
- G. Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right-of-way, but ~~not including additional travel lanes, where no removal or displacement of buildings would occur and~~ not resulting in any new land parcels.
- H. Temporary public road and highway detours that will be abandoned and restored to original condition when no longer needed.
- I. Minor betterment of existing public roads and highway related facilities such as maintenance yards, weigh stations and rest areas within right of way existing as of July 1, 1987, and contiguous public owned property utilized to support the operation and maintenance of public roads and highways.

UTILITY/DISPOSAL FACILITIES

- J. Utility facility service lines under 200' in height: Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:
 - 1. A public right of way;
 - 2. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or
 - 3. The property to be served by the utility.



- K. Transport of biosolids to tract of land for application. Pursuant to ORS [215.247](#) if biosolids are transported by vehicle to a tract on which the biosolids will be applied to the land under a license, permit or approval issued by the Department of Environmental Quality under ORS [454.695](#), [459.205](#), [468B.050](#), [468B.053](#) or [468B.055](#) or in compliance with rules adopted under ORS [468B.095](#), the transport and the land application are allowed outright.

The application of biosolids which do not meet these criteria is subject to [3.214 A](#) below.

- L. Irrigation **reservoirs**, canals, delivery lines and those structures and accessory operational facilities, **not including parks or other recreational structures and facilities**, associated with a district as defined in ORS [540.505](#).

COMMERCIAL USES

~~M. An outdoor gathering as defined in ORS [433.735](#) or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period.~~

~~N.~~ **M.** Minor Home occupation that:

1. Is carried on within a lawfully established dwelling only by members of the family who reside in the dwelling;
2. Does not serve clients or customers on-site;
3. Does not produce odor, dust, glare, flashing lights or noise;
4. Does not occupy more than 25 percent of the floor area of the dwelling; and
5. Does not include the on-premises display or sale of stock in trade.

Any Home Occupation that exceeds these standards is Major and subject to Section [3.215 Y](#) below.

Section 3.213 – Uses Permitted Subject to Type I Review

The following uses are permitted on a legal parcel on lands designated Exclusive Farm Use (A-1) Zone subject to Section [3.216 - Property Development Standards](#), Chapter 10 - Fire Safety Standards and any other listed, referenced or applicable standards:

This review involves an evaluation by Planning and Development staff but only requires formal zoning approval if the use is required to meet building codes approval. If the use does not



require formal zoning approval but that is requested by the applicant for future documentation they will be charged the appropriate Type I review fee. ~~(Added 4/12)~~

- A. ~~Agricultural~~ **Building Structure**: Buildings and structures other than dwellings customarily provided in conjunction with farm use subject to meeting the definition in Section 1.090, Definitions. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground. **A person may not convert an agricultural building authorized by this section to another use and is required to record a deed restriction identifying the building as for agricultural use only.**
- B. Accessory Structure: Buildings and structures accessory to a legally established ~~dwelling~~ **use** not provided in conjunction with farm use subject to meeting the definition in Section 1.090, Definitions. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground.
- #
- C. Alteration, restoration, relocation, or replacement of a lawfully established dwelling and/or accessory residential or non-residential building or structure (non-discretionary) on any part of the legal parcel, subject to Section [3.216 A 1 d - Addition, Modification or Relocation Setbacks](#) and [3.219 C - Replacement Dwellings](#) (Dwellings only). ~~(Amended 4/12)~~

ENERGY/UTILITY FACILITIES

- D. Non-commercial/stand-alone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. ~~(Amended 4/12)~~
- E. **Collocation of antennas and wireless telecommunication facilities, including associated equipment (equipment shelters, etc.) on a previously approved wireless telecommunications facility subject to Chapter 14.**

MISCELLANEOUS

- ~~C.~~ **F. Fire service facilities providing rural fire protection services.**

Section 3.214 – Uses Permitted Subject to Standards/Type II Review

The following uses may be permitted on a legal parcel on lands designated Exclusive Farm Use (A-1) Zone subject to the Section [3.216 - Property Development Standards](#), Section [3.218 - Agricultural Protection](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if



the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards:

RESOURCE USES

- A. Farm use as defined by Section 1.090, Definitions and ORS that is discretionary.
- B. Land application of reclaimed water, agricultural process or industrial process water or biosolids ~~for agricultural horticultural or silvicultural production, or for irrigation in connection with a use allowed in an exclusive farm use zone,~~ subject to the issuance of a license, permit or other approval by the Department of Environmental Quality under [454.695](#), [459.205](#), [468B.050](#), [468B.053](#) or [468B.055](#) or in compliance with rules adopted under ORS [468B.095](#), and must be reviewed subject to ~~Section 3.219 K below.~~ **OAR [660-033-130](#) (11), ORS [215.246](#), ORS [215.247](#), ORS [215.249](#), and ORS [215.251](#).**

COMMERCIAL USES RELATED TO FARM USE

- C. A winery subject to ~~3.219 F below:~~ **ORS [215.452](#), ORS [215.453](#), ORS [215.454](#), ORS [215.455](#) and ORS [215.237](#).**
- D. **A cider business subject to ORS 215.451.**
 - ~~1.~~
- ~~E.~~ **A facility for the processing of farm crops or the production of biofuel as defined in ORS 315.141 subject to the following: farm crops, subject to ORS 215.255 and the following:**
 - ~~1. The farm on which the processing facility is located must provide at least one-quarter of the farm crops processed at the facility.~~
 - ~~2. The building established for the processing facility shall not exceed 10,000 square feet of floor area exclusive of the floor area designated for the preparation, storage or other farm use or devote more than 10,000 square feet to the processing activities within another building supporting farm use.~~
 - ~~3. A processing facility shall comply with all applicable siting standards but the standards shall not be applied in a manner that prohibits the siting of the processing facility. No division of a lot or parcel shall be approved to separate a processing facility from the farm operation on which it is located.~~
 - 1. The facility:**
 - a. Uses less than 10,000 square feet for its processing area and complies with all applicable siting standards. Siting standards shall not be applied in a**



manner that prohibits the siting of a facility for the processing of farm products; or

- b. **Exception:** A facility which uses less than 2,500 square feet for its processing area is exempt from any applicable siting standards. However, applicable siting standards and criteria pertaining to floodplains, geological hazards, airport safety, riparian areas/waterways/wetlands, and fire siting standards shall apply.

2. Divisions of lots or parcels that separate a facility for the processing of farm products from the farm operation are prohibited.

- F.** Farm stands subject to ~~Section 3.219 L below~~ **OAR 660-033-0130 (23).**
~~2.~~

RESIDENTIAL USES

- ~~D.~~**G.** Farm Dwelling: One single family dwelling customarily provided in conjunction with farm use, subject to Section [3.219 E](#) below.

- ~~E.~~**H.** Accessory Farm Dwelling(s): An accessory farm dwelling is a single family dwelling occupied by a person or persons principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator. Accessory farm dwelling includes all types of residential structures allowed by applicable state building code. Accessory farm dwellings are also subject to Section [3.219 B](#) below.

- ~~F.~~**I.** Relative Farm Dwelling: A single family dwelling on property used for farm use, to be occupied by a relative of the farm operator or farm operator's spouse and located on the same lot or parcel as the farm operator's dwelling, subject to the following standards:

- ~~3.~~**1.** The relative is a child, parent, stepparent, grandchild, grandparent, step-grandparent, sibling, stepsibling, niece, nephew or first cousin of the farm operator or the farm operator's spouse;

- ~~4.~~**2.** The farm operator does, or will require the assistance of the relative in the management of the farm use;

- ~~5.~~**3.** The farm operator shall continue to play the predominant role in the management and farm use of the farm. A farm operator is a person who operates a



farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing; and

6.4. The farm operator shall submit a Farm Management Plan documenting how the relative dwelling is necessary for maintaining the farm use.

G.J. Lot of Record Dwelling: One single family dwelling on a lot or tract of record less than 80 acres, ~~which does not otherwise qualify for a dwelling Subject to Section 3.215 I below and also subject to Section 3.219 D below.~~

H.K. Alteration, restoration, relocation, or replacement of a lawfully established dwelling (discretionary) and/or accessory residential or non-residential building or structure on any part of the legal parcel subject to Section [3.216 A1d - Addition, Modification or Relocation Setbacks](#) and [3.219C - Replacement Dwellings](#) (Dwellings only).

I.L. A replacement dwelling to be used in conjunction with farm use if the existing dwelling has been listed in a county inventory as an historic property and is listed on the National Register of Historic Places. The application shall include a *Farm Management Plan* documenting how the replacement dwelling will be used in conjunction with a farm use.

NATURAL RESOURCE USES

J.M. Creation, restoration or enhancement of wetlands that includes development as defined by Section 1.090 in a FEMA designated floodplain subject to Section 3.7140 - Flood Hazard Overlay (OZ 1).

UTILITY/ENERGY FACILITIES

Pursuant to Chapter 4 – Supplemental Provisions - Section 4.070, these uses do not require a variance if they exceed 35 feet in height.

K.N. Utility facilities "necessary" for public service, including wetland waste treatment systems and Electrical Transmission Facilities under 200 feet in height, but not including commercial utility facilities for the purpose of generating electrical power for public use by sale, or Electrical Transmission Facilities over 200 feet in height, subject to Section [3.219 G](#) below.

O. Non-commercial/standalone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.



P. Communication facilities and towers supporting wireless telecommunication facilities, subject to Chapter 14.

PARKS/PUBLIC/QUASI-PUBLIC FACILITIES

- Q.** Model Aircraft take-off and landing sites including such buildings or facilities as may be reasonably necessary and the following:
- 4.3.** Buildings and facilities shall not be more than 500 square feet in floor area or placed on a permanent foundation unless the building or facility pre-existed the use.
 - 5.4.** The site shall not include an aggregate surface or hard surface area unless the surface pre-existed the use.
 - 6.5.** An owner of property used for this purpose may charge a person operating the use on the property rent for the property. An operator may charge users of the property a fee that does not exceed the operators cost to maintain the property, buildings and facilities.
 - 7.6.** “Model aircraft” means a small-scale version of an airplane, glider, helicopter, dirigible or balloon that is used or intended to be used for flight and controlled by radio, lines or design by a person on the ground.
- M.R.** Churches and cemeteries in conjunction with churches consistent with ORS [215.441](#), except that no such use may be authorized within three miles of an urban growth boundary, unless an exception is approved pursuant to ORS [197.732](#) and OAR [660-004](#), and further that no such use may be authorized on high value farmland. Existing facilities wholly within a farm zone may be maintained, enhanced or expanded on the same tract, **subject to other requirements of law, but enclosed existing structures within a farm use zone within three miles of an urban growth boundary may not be expanded beyond the requirements of OAR [660-033-130 \(2\)](#).**

MISCELLANEOUS USES

- S.** Partitions, ~~Property Line Adjustments and Subdivisions, and Replats~~ subject to Chapter ~~21 – Land Divisions~~ **Chapter 21.**
- T. Property Line Adjustments subject to Chapter 21 and Section [3.217 \(I\)](#).**
- U. Land Division for the siting of utility facilities necessary for public service (ORS [215.283 \(1\)\(c\)](#) subject to standards in ORS [215.263 \(3\)](#) and:**



- a. A deed restriction stating the smaller parcel may not later be rezoned for retail, commercial, industrial or other non-resource uses, except as provided under ORS 197.732 is required as a condition of approval.

~~N.V.~~ On-site filming and related accessory uses may be conducted provided the use does not exceed 45 days, subject to Section 3.219 O below. On-site filming in excess of 45 days is a conditional use.

Section 3.2145 – Uses Permitted Subject to Standards/Type II with ORS 215.296 review

The following uses may be permitted on a legal parcel on lands designated Exclusive Farm Use (A-1) Zone subject to the Section 3.216 - Property Development Standards, Section 3.218 - Agricultural Protection, Chapter 10 - Fire Safety Standards, ORS 215.296, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards:

RESOURCE USES

- A. ~~Aggregate: Operations conducted for the mining, crushing or stockpiling of mineral, aggregate and other subsurface resources subject to -~~ORS 215.298 ~~and Section 3.219 I below,~~ Section ~~3.800~~760 - Mineral & Aggregate Overlay.

COMMERCIAL USES RELATED TO FARM USE

- B. A restaurant in conjunction with a winery as described in ORS 215.453 that is open to the public for more than 25 days in a calendar year or the provision of private events in conjunction with a winery as described in ORS 215.453 that occur on more than 25 days in a calendar year.
- C. ~~Reconstruction or modification of public roads and highways involving the removal or displacement of structures but not resulting in the creation of new land parcels.~~

TRANSPORTATION

- D. Improvement of public roads and highway related facilities such as maintenance yards, weigh stations, and rest areas, where additional property or right of way is required, but not resulting in the creation of new land parcels.
- E. Electrical Transmission Facilities and Utility Facility Lines greater than 200' in height.

Section 3.215 – Uses Permitted Subject to Conditional Use Review/~~Type II or~~ Type III



The following uses may be permitted on a legal parcel designated Exclusive Farm Use (A-1) Zone subject to Section [3.216 - Property Development Standards](#), Section [3.218 - Agricultural Protection](#), [ORS 215.296](#), Chapter 5 - Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking **or is a commercial event (home occupation or agritourism)**, as well as any other listed, referenced, or applicable standards:

RESOURCE USES

- A. Propagation, cultivation, maintenance, and harvesting of aquatic or insect species that are not under the jurisdiction of the State Fish and Wildlife Commission or insect species. Insect species shall not include any species under quarantine by the State Department of Agriculture or the United States Department of Agriculture. Notice of all applications under this shall be sent to the State Department of Agriculture at least 20 calendar days prior to any administrative decision or initial public hearing on the application.
- B. Primary processing of forest products, subject to the following:
 - 1. Such facility does not seriously interfere with accepted farming practices and is compatible with farm uses as defined.
 - 2. Such facility may be approved for a one-year period which is renewable.
 - 3. The facility is intended to be only portable or temporary in nature.
 - 4. The primary processing of a forest product, as used in this section, means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market. Forest products as used in this section means timber grown upon a tract where the primary processing facility is located.
- # C. Processing, as defined by ORS [517.750](#), of aggregate into asphalt or Portland cement, except that asphalt production shall not be permitted within two miles of a producing orchard or vineyard, which is planted as of the date that the application for asphalt production is filed, and subject to WCLUDO Section ~~3.800-760~~ [3.212 D](#) - Mineral and Aggregate Overlay.
- D. Processing of other mineral resources and other subsurface resources.
- E. Mining and processing of geothermal resources as defined in ORS [522.005](#) and oil and gas as defined by ORS [520.005](#) not otherwise permitted in Section [3.212 D](#) above.



COMMERCIAL USES RELATED TO FARM USE

- F. Commercial activities in conjunction with farm use as defined in ORS [215.203](#), including the processing of farm crops into biofuel not otherwise allowed in the definition of farm use or by Section [3.214 D](#) above, subject to Section [3.219 J](#) below.
- G. Farm ranch recreation including but not limited to hunting preserves, fishing, fly fishing and tying clinics, trap and skeet range, archery range, ranch skills, horsemanship, equine eventing, habitat improvement, wildlife viewing, and outdoor schools in conjunction with a commercial farming operation subject to Section [3.219 F](#) below.

In season fee hunting shall not be included in Farm Ranch Recreation unless it includes lodging or is part of a larger farm ranch recreation operation.

- H. A guest ranch as described by ORS 215.461 and subject to ORS 215.461 and ORS 215.296.

RESIDENTIAL USES

- I. Non-Farm Dwelling: One single family dwelling not provided in conjunction with farm use, subject to [ORS 215.296](#) and Section [3.219 A](#) , below.
- J. A temporary medical hardship dwelling for the term of hardship suffered by the existing resident or relative subject to Chapter 8 Temporary Use Permit - Section 8.070.
- K. Residential home which means a residential treatment or training or adult foster home in an existing dwelling licensed by or under the authority of the department, as defined in ORS [443.400](#), under ORS [443.400](#) to [443.825](#), a residential facility registered under ORS [443.480](#) to [443.500](#) or an adult foster home licensed under ORS [443.705](#) to [443.825](#) that provides residential care alone or in conjunction with treatment or training or a combination thereof for five or fewer individuals who need not be related (or as further defined in ORS [197.660](#)).

ENERGY/UTILITY/SOLID WASTE DISPOSAL FACILITIES

- L. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030.~~(Added 4/12)~~
- M. Commercial Power Generating Facility (Utility Facility for the Purpose of Generating Power) subject to Section 19.030.



A wind power generation facility shall also be subject to Section [3.219 K](#) below.

Except for wind facilities, transmission lines or pipelines, unless otherwise allowed by state regulations, the energy facility shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to OAR Chapter [660-004](#), or 20 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to OAR Chapter [660-004](#) and ORS [197.732](#). ~~(Added 4/12)~~

N. ~~Electrical Transmission Facilities and Utility Facility Lines greater than 200' in height, and Natural Gas or Petroleum Product Pipelines subject to Section [3.219 G](#) below and Chapter 19 - Standards for Energy Facilities - Section 19.030. (Amended 4/12)~~

O. A site for disposal of solid waste approved by a city or county governing body and for which a permit has been granted by the Department of Environmental Quality under ORS [459.245](#), including the equipment, facilities, and building necessary for its operation, except that such uses are prohibited on high value farmland.

P. Composting facilities (excluding non-green feedstocks) for which a permit has been granted by DEQ under ORS [459.245](#) and OAR [340-096-0200](#) subject to **[OAR 660-033-130 \(29\)](#)** and ~~Section 3.219 J below.~~ **[OAR 340-096-0060](#)**.

TRANSPORTATION

Q. Personal use airports for airplanes and helicopter pads, including associated hangars, maintenance and service facilities. A personal-use airport, means an airstrip restricted, except for aircraft emergencies, to use by the owner, and, on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations. No aircraft may be based on a personal-use airport other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Oregon Department of Aviation in specific instances. A personal-use airport lawfully existing as of September 13, 1975, shall continue to be permitted subject to any applicable rules of the Oregon Department of Aviation.

Q. Construction of additional passing and travel lanes requiring the acquisition of right of way, but not resulting in the creation of new land parcels.#

~~a. Improvement of public roads and highway related facilities such as maintenance yards, weigh stations, and rest areas, where additional property or right of way is required, but not resulting in the creation of new land parcels.~~

R. Roads, highways and other transportation facilities and improvements not otherwise allowed by this ordinance subject to:



1. Adoption of an exception to the goal related to agricultural lands and to any other applicable goal with which the facility or improvement does not comply; or
2. ORS [215.296](#) for those uses identified by rule of the Land Conservation and Development Commission as provided in section 3, chapter 529, Oregon Laws 1993.

S. Transportation improvements on rural lands allowed by OAR [660-012-0065](#).

PARKS/PUBLIC/QUASI-PUBLIC FACILITIES

~~b. Fire service facilities providing rural fire protection services.~~

T. Community centers owned by a government agency or a nonprofit organization and operated primarily by and for residents of the local rural community.

A community center authorized under this section may provide services to veterans, including but not limited to emergency and transitional shelter, preparation and service of meals, vocational and educational counseling and referral to local, state or federal agencies providing medical, mental health, disability income replacement and substance abuse services, only in a facility that is in existence on January 1, 2006. The services may not include direct delivery of medical, mental health, disability income replacement or substance abuse services.

U. Parks and playgrounds A public park includes only the uses specified under OAR [660-034-0035](#) or [660-034-0040](#) whichever is applicable and may only be established subject to ORS [195.120](#).

V. Expansion of existing county fairgrounds and activities directly relating to county fairgrounds governed by county fair boards established pursuant to ORS [565.210](#).

W. Any gathering subject to review by a county planning commission under the provisions of ORS [433.760](#). These gatherings and any part of which is held in open spaces are those of more than 3,000 persons which continue or can reasonably be expected to continue for more than 120 hours within any three-month period.

X. Public or private schools for kindergarten through grade 12, including all building essential to the operation of a school, primarily for residents of the rural area in which the school is located, subject to the following:

1. New schools may not be established on high-value farmland. Existing schools on high-value farmland may be maintained, enhanced, or expanded on the same tract wholly within a farm zone.



2. No new school may be established within three miles of an urban growth boundary of a city unless an exception is approved pursuant to OAR Chapter [660-004](#).
3. Existing schools not on high-value farmland that are primarily for residents of the rural area in which the school is located may be maintained, enhanced, or expanded.
4. Existing schools that are not primarily for residents of the rural area in which the school is located may be expanded on the tax lot on which the use was established or on a contiguous tax lot owned by the applicant on January 1, 2009.

COMMERCIAL USES

Y. Major Home occupation subject to Chapter 20 - Site Plan Review - Section 20.090 and ORS [215.448](#). Construction of a structure that would not otherwise be allowed in the zone is not permitted.

Z. Home Occupation with Room and Board or (Bed and Breakfast) arrangements in an existing residence, but may not be sited adjacent to or on high value lands within two (2) miles of the National Scenic Area Boundary subject to the following.

1. Room and board arrangements shall:
 - a. Not exceed accommodations for five unrelated persons beyond the inhabitants of the house; and
 - b. Include month to month rental with food contract.
2. Bed and breakfast arrangements shall:
 - a. Not exceed five rooms;
 - b. Limit occupation by guests to no more than 30 consecutive days; and
 - c. Only allow breakfast to be served to guests and no other meals.

AA. Home Occupation to Host Commercial Events subject to Chapter 20 – Site Plan Review - Section 20.100: The commercial events are associated with a farm use, lawfully approved winery, bed and breakfast or farm ranch recreation and includes weddings, receptions, parties, bicycle races confined to the subject parcel(s) and other small-scale gatherings hosted for a fee that are incidental and subordinate to the primary use of the parcel. Construction of a structure that would not otherwise be allowed in the zone is not permitted.



If the commercial event is in conjunction with a farm use, the applicant shall submit a Farm Management Plan which includes documentation that the property is capable of meeting the Farm Dwelling income test in Section [3.219 E.2.b.](#) below.

BB. Dog Kennels, except that such uses are prohibited on high value farmland.

CC. Private parks, playgrounds, and campgrounds, as defined in Section 1.090, Definitions, except that such uses are prohibited on high value farmland, subject to [OAR 660-033-0130 \(2\), \(5\), and \(19\)](#) and Section [3.219 H](#) below.

DD. Golf courses: A 9 or 18 hole regulation golf course or a combination 9 and 18 hole regulation golf course except that such uses are prohibited on high value farmland, as defined in ORS [195.300](#), subject to ~~Section 3.219M below.~~ [OAR 660-033-0130 \(2\), \(5\), and \(20\).](#)

EE. Operations for the extraction and bottling of water.

FF. On-site filming if the activity exceeds 45 days on any site within a one-year period or involves the erection of sets that would remain in place for longer than 45 days. These activities may include administrative or security functions and may include the use of campers, trailers, or similar temporary facilities. This use is also subject to Section [3.219 I](#) below.

GG. **A landscape contracting business, as defined in ORS [671.520](#), or a business providing landscape architecture services, as described in ORS [671.318](#), if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.**

HH. **Log truck parking as provided in ORS [215.311](#).**

II. **A farm brewery as described in ORS [215.449](#).**

JJ. **Agritourism uses subject to ORS [215.283 \(4\), \(5\), and \(6\)](#) and subject to [3.219 L](#).**

KK. **Equine and equine-affiliated therapeutic and counseling activities, provided:**

- 1. The activities are conducted in existing buildings that were lawfully constructed on the property before January 1, 2019 or in new buildings that are accessory, incidental and subordinate to the farm use on the tract; and**
- 2. All individuals conducting therapeutic or counseling activities are acting within the proper scope of any licenses required by the state.**



Section 3.216 – Property Development Standards

Property development standards are designed to preserve and protect the character and integrity of agricultural lands, and minimize potential conflicts between agricultural operations and adjoining property owners. A variance subject to WCLUDO Chapter 6 or Chapter 7 may be utilized to alleviate an exceptional or extraordinary circumstance that would otherwise preclude the parcel from being utilized. A variance to these standards is not to be used to achieve a preferential siting that could otherwise be achieved by adherence to these prescribed standards.

A. Setbacks

1. Property Line

- a. All dwellings ~~(farm and non-farm)~~ and accessory structures not in conjunction with farm use, except utility facilities necessary for public service, shall comply with the following property line setback requirements:
 - i. If adjacent land is being used for perennial or annual crops, the setback shall be a minimum of 200 feet from the property line.
 - ii. If adjacent land is being used for grazing, is zoned Exclusive Farm Use and has never been cultivated or is zoned F-1 or F-2, the setback shall be a minimum of 100 feet from the property line.
 - iii. If the adjacent land is not in agricultural production and not designated Exclusive Farm Use, F-1 or F-2, the setback shall be a minimum 25 Feet from the property line.
 - iv. If any of the setbacks listed above conflict with the Sensitive Wildlife Habitat Overlay the following shall apply and no variance shall be required:
 - (a) The structure shall be set back a minimum of 25 feet from the road right of way or easement;
 - (b) The structure shall be located within 300 feet of the road right of way or easement pursuant Section 3.920(F)(2), Siting Standards; and
 - (c) As part of the application the applicant shall document how they are siting the structure(s) to minimize impacts to adjacent agricultural uses to the greatest extent practicable.



- b. ~~Farm structures shall be set back a minimum of 25 feet from the property line.~~ **All dwellings in conjunction with farm use shall comply with the following property line setback requirements:**
- i. **If adjacent land is being used for perennial or annual crops, grazing, zoned Exclusive Farm Use and has never been cultivated, or is zoned F-1 or F-2, the setback shall be a minimum of 100 feet from the property line.**
 - ii. **If the adjacent land is not in agricultural production and is not zoned for exclusive farm use or forest use, the setback shall be a minimum 25 Feet from the property line.**
 - iii. **If any of the setbacks listed above conflict with the Sensitive Wildlife Habitat Overlay the following shall apply and no variance shall be required:**
 - (a) **The structure shall be set back a minimum of 25 feet from the road right of way or easement;**
 - (b) **The structure shall be located within 300 feet of the road right of way or easement pursuant Section 3.920(F)(2), Siting Standards; and**
 - (c) **As part of the application the applicant shall document how they are siting the structure(s) to minimize impacts to adjacent agricultural uses to the greatest extent practicable.**
- c. **Agricultural buildings or farm structures shall be set back a minimum of 25 feet from the property line.**
- d. **Utility facilities necessary for public service shall be set back a minimum of 25 feet from the property line.**
- ~~e.~~ **Additions, modifications or relocation of existing structures shall comply with all EFU setback standards. Any proposal that cannot meet these standards is subject to the following:**
- i. **Dwellings: The proposed addition modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements unless the addition will extend a structure further away from and perpendicular to the property line or resource. Any proposal that would place a relocated dwelling or extend an existing dwelling into or further toward the property line or resource, or expand an existing dwelling parallel into a setback or buffer shall also be subject to Chapters 6 & 7 - Variances and any other applicable review criteria. The provisions of**



Chapter 13 - Nonconforming Uses, Buildings and Lots are not applicable to replacement dwellings. (Added 4/12)

- ii. Farm & Non-Farm buildings and structures: The proposed addition, modification or relocation shall not result in nonconformity or greater nonconformity to property line setbacks or resource buffer requirements. If the building or structure currently conforms to all setback standards and the proposal would result in non-conformity a Chapter 6 or 7 variance will be required. If the building or structure currently does not conform to all setback standards and the proposal would increase the non-conformity it shall be subject to the applicable provisions of Chapter 13 - Nonconforming Uses, Buildings and Lots.

- f. Property line setbacks do not apply to fences, signs, roads, or retaining walls less than four feet in height.

Front yard (road) property line setbacks do not apply to parking areas for farm related uses. However, parking areas for farm related uses must meet side and rear yard property line setbacks.

2. Waterways

- a. Resource Buffers: All bottoms of foundations of permanent structures, or similar permanent fixtures shall be setback from the high water line or mark, along all streams, lakes, rivers, or wetlands.
 - i. A minimum distance of 100 feet when measured horizontally at a right angle for all water bodies designated as fish bearing by any federal, state or local inventory.
 - ii. A minimum distance of 50 feet when measured horizontally at a right angle for all water bodies designated as non-fish bearing by any federal, state or local inventory.
 - iii. A minimum distance of 25 feet when measured horizontally at a right angle for all water bodies (seasonal or permanent) not identified on any federal, state or local inventory.
 - iv. If the proposal does not meet these standards it shall be subject to Section [3.216 A1c - Additions or Modifications to Existing Structures](#), above.



- v. The following uses are not required to meet the waterway setbacks, however they must be sited, designed and constructed to minimize intrusion into the riparian area to the greatest extent possible:
 - (a) Fences;
 - (b) Streets, roads, and paths;
 - (c) Drainage facilities, utilities, and irrigation pumps;
 - (d) Water-related and water-dependent uses such as docks and bridges;
 - (e) Forest practices regulated by the Oregon Forest Practices Act;
 - (f) Agricultural activities and farming practices, not including the construction of buildings, structures or impervious surfaces; and
 - (g) Replacement of existing structures with structures in the same location that do not disturb additional riparian surface area.
- b. Floodplain: Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740-710 - Flood Hazard Overlay (EPD OZ 1).
- 3. Irrigation Ditches: All dwellings and structures shall be located outside of the easement of any irrigation or water district. In the absence of an easement, all dwellings and structures shall be located a minimum of 50 feet from the centerline of irrigation ditches and pipelines which continue past the subject parcel to provide water to other property owners. Substandard setbacks must receive prior approval from the affected irrigation district. These setbacks do not apply to fences and signs.
- 4. Wasco County Fairground
 - a. Front Yard: No structure other than a fence or sign shall be located closer than ten (10) feet from the rights of way of a public road.
 - b. Side Yard: No structure other than a fence or sign shall be located closer than seven feet for buildings not exceeding two and one half (2 & 1/2) stories in height; for buildings exceeding two and one half stories in height, such side yard shall be increased three (3) feet in width for every story or portion thereof that such buildings' height exceeds two and one half stories.



- c. Rear Yard: No structure other than a fence shall be located closer than ten (10) feet from the rear yard property line.
- d. RV Spaces: RV spaces are subject to the setback requirements of Chapter 17 - Recreational Vehicle Parks.
- e. Existing & Replacement Structures: All lawfully established structures which do not conform to current setback standards shall be allowed to be expanded, or replaced and expanded into the required setback as long as the expansion does not encroach upon the required setback more than the existing structure.

5. All development will be setback 25 feet from roads or access easements.

- B. Height: Except for those uses allowed by Section 4.070 - General Exception to Building Height Requirements, no building or structure shall exceed a height of 35 feet. Height is measured from average grade.
- C. Vision Clearance: Vision clearance on corner properties shall be a minimum of 30 feet.
- D. Signs
 - 1. Permanent signs shall not project beyond the property line.
 - 2. Signs shall not be illuminated or capable of movement.
 - 3. Permanent signs shall describe only uses permitted and conducted on the property on which the sign is located.
 - 4. Size and Height of Permanent Signs:
 - a. Freestanding signs shall be limited to twelve square feet in area and 8 feet in height measured from natural grade.
 - b. Signs on buildings are permitted in a ratio of one square foot of sign area to each linear foot of building frontage but in no event shall exceed 32 square feet and shall not project above the building.
 - 5. Number of permanent signs:
 - a. Freestanding signs shall be limited to one at the entrance of the property. Up to one additional sign may be placed in each direction of vehicular traffic running



parallel to the property if they are more than 750 feet from the entrance of the property.

- b. Signs on buildings shall be limited to one per building and only allowed on buildings conducting the use being advertised.
- 6. Temporary signs such as signs advertising the sale or rental of the premise are permitted provided the sign is erected no closer than ten feet from the public road right-of-way. **Election signs are permitted but shall not be set in place more than 45 days prior to an election and shall be removed within 45 days after an election.**
- E. Lighting: Outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways and waterways. Shielding and hooding materials shall be composed of non-reflective, opaque materials.
- F. Parking: Off street parking shall be provided in accordance with Chapter 20.
- G. New Driveways: All new driveways and increases or changes of use for existing driveways which access a public road shall obtain a Road Approach Permit from the appropriate jurisdiction, either the Wasco County Public Works Department or the Oregon Dept. of Transportation.

Section 3.217 – Property Size Standards

Subdivisions and Series Partitions pursuant to ORS [92.010](#) - [92.190](#), and [92.305-92.495](#): Subdivisions are prohibited in the Exclusive Farm Use Zone. Series Partitions for non-farm uses are prohibited in the Exclusive Farm Use Zone.

- A. Farm Divisions:
 - 1. 40 Acre: There shall be a 40 acre minimum land division for farm parcels in the A-1(40) zone.
 - 2. 80 Acre: There shall be a 80 acre minimum land division for farm parcels in the A-1(160) zone to allow for land divisions around higher value per acre crops. All proposed farm parcels at least 80 acres but less than 160 acres shall meet the following standards:

~~b. A Farm Management Plan shall be submitted with the application. The Farm Management Plan shall also include an evaluation of the following:~~
~~c.~~



~~d. (1). The property size shall be large enough to keep commercial farms and ranches in the area successful and not contribute to their decline. This evaluation shall include the potential negative impacts such as increasing traffic on farm to market roads or adding practices or uses that would conflict with existing accepted farming practices on adjacent farms.~~

~~e.~~

~~f. (2). Determine the nature of this type of commercial agricultural enterprise in the county, or within the surrounding area.~~

~~g.~~ a. The proposed farm parcel or parcels have been planted in a higher value per acre crop adequate to meet the income requirement in c. below;

c. Income Test

The proposed farm parcel or parcels are each capable of producing \$250,000 in gross annual income (2009 dollars adjusted for inflation at an annual rate of 2.375%) from the sale of farm products.

Capability of producing the gross annual income described above shall be shown in one of two ways.

- i. Documentation of actual gross income received during the last two years or three of the last five years.
- ii. Documentation that the current amount of acreage planted on the proposed farm parcel or parcels are each capable of producing the gross income described above. This documentation shall be prepared by a professional with the credentials to make such a determination such as a representative of the Oregon Department of Agriculture or Oregon State Extension Office. The documentation shall include the following:
 - (a) Identify the type(s) and size(s) of viable farms that comprise this commercial agricultural enterprise in the county, or within the surrounding area which meet or exceed the gross income described above.
 - (b) Identify soils, topography, land forms, slopes, solar access, irrigation, rainfall, sunlight of viable farms that comprise this type of commercial enterprise and compare those to the proposed property.
 - (c) Is there an identified industry with infrastructure for this type of commercial enterprise within the county or surrounding area? If so, how



will this operation contribute to that enterprise? If not, will it be viable on its own?

Approval of a request to divide agricultural land to the 80-acre minimum does not necessarily guarantee a farm dwelling. Any subsequent request for a farm dwelling will have to meet applicable standards set forth in Sections [3.214 F](#) and [3.219 E](#).

3. 160 Acre: There shall be a 160 acre minimum land division for all parcels in the Exclusive Farm Use Zone that are not within the A-1(40) zone and cannot meet the 80 acre minimum test in b above.

B. Non-Farm Divisions (Part of Parcel)

1. Non-Farm Dwelling & Non-Farm Use Divisions

- a. A one-time division of land to create:
 - i. Up to two new parcels no less than 2 acres in size and no greater than 20 acres in size, each to contain a dwelling not provided in conjunction with farm use, only if the dwelling has been authorized in accordance with Sections [3.215 I](#) and [3.219 E](#); or
 - ii. A parcel to contain a nonfarm use, except dwellings, listed in Section [3.215 - Conditional Uses](#) above, unless otherwise precluded by statute. The parcel shall be the minimum size needed to accommodate the use in a manner consistent with other provisions of law;
- b. The parcel(s) are divided from a lot or parcel that was lawfully created in its current configuration prior to July 1, 2001. This date applies to properties even if they were created after July 1, 2001 pursuant to this section;
- c. The parcel(s) are divided from a lot or parcel that exceeds 160 acres and which will continue to meet or exceed 160 acres after the division;
- d. The parcel(s) are generally unsuitable for the production of farm crops and livestock or merchantable tree species considering the terrain, adverse soil or land conditions, drainage or flooding, vegetation, location and size of the tract. A parcel may not be considered unsuitable based solely on size or location if the parcel can reasonably be put to farm or forest use in conjunction with other land; and
- e. The parcels for the nonfarm dwellings are not located in the A-1(40) zone.



- f. The non-farm parcels shall be disqualified from special assessment pursuant to Section [3.219 A7](#) below.
 - g. The non-farm parcels do not have established water rights for irrigation.
2. Park and Open Space Divisions: A land division for the purpose of allowing a provider of public parks or open space, or a not-for-profit land conservation organization, to purchase at least one of the resulting parcels subject to the following:
- a. A parcel created by the land division that already contains a dwelling is large enough to support continued residential use of the parcel; and
 - b. A parcel created pursuant to this subsection that does not contain a dwelling:
 - i. Is not eligible for siting a dwelling, except as may be authorized under ORS [195.120](#);
 - ii. May not be considered in approving or denying an application for siting any other dwelling;
 - iii. May not be considered in approving a redesignation or rezoning of forestlands except for a redesignation or rezoning to allow a public park, open space or other natural resource use; and
 - iv. May not be smaller than 25 acres unless the purpose of the land division is:
 - (a) To facilitate the creation of a wildlife or pedestrian corridor or the implementation of a wildlife habitat protection plan; or
 - (b) To allow a transaction in which at least one party is a public park or open space provider, or a not-for-profit land conservation organization that has cumulative ownership of at least 2,000 acres of open space or park property.

C. On land zone farm use, a property line adjustment may not be used to:

- 1. Decrease the size of a lawfully established unit of land that, before the relocation or elimination of the common property line, is smaller than the minimum lot or parcel size for the applicable zone and contains an existing dwelling or is approved for the construction of a dwelling, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large**



as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;

2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;
3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standards; or
4. Adjust a property line that resulted from a subdivision or partition authorized by a waiver so that any lawfully established unit of land affected by the property line adjustment is larger than:
 - a. Two acres if the lawfully established unit of land is, before the adjustment, two acres in size or smaller and is high-value farmland, high-value forestland or within a ground water restricted area; or
 - ~~a.~~ b. Five acres if the lawfully established unit of land is, before the adjustment, five acres in size or smaller and is not high-value farmland, high-value forestland or within a ground water restricted area.

Section 3.218 – Agricultural Protection

The uses listed in Section [3.214 - Uses Allowed Subject to Standards](#) and Section [3.215 - Conditional Uses](#) must meet the following standards:

- A. Forest Farm Management Easement: The landowner is required to sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or case of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS [30.936](#) or [30.937](#).
- B. Protection for Generally Accepted Farming and Forestry Practices - Complaint and Mediation Process: The landowner will receive a copy of this document.

Section 3.2185 – Challenging Soil Class Rating



- A. Lot of Record: For the purposes of approving a Lot of Record application under Section [3.214 I](#) above, the soil class, soil rating or other soil designation of a specific lot or parcel may be changed if the property owner:

~~c. Submits a statement of agreement from the Natural Resources Conservation Service of the United States Department of Agriculture that the soil class, soil rating or other soil designation should be adjusted based on new information; or~~

1. Submits the following:

- a. Report from a soils scientist whose credentials are acceptable to the State Department of Agriculture that the soil class, soil rating or other soil designation should be changed; and
- b. Statement from the State Department of Agriculture that the Director of Agriculture or the director's designee has reviewed the report ~~described in~~ ~~subparagraph 1 above of this section and~~ finds the analysis in the report to be soundly and scientifically based.

- B. All Other: The soil class or soil rating or other soil designation of a specific lot or parcel on lands other than Lot of Record as specified above, or High Value soils as specified by NRCS, may be changed if the property owner:

- 1. Submits a report to the Wasco County Planning Department from an accredited soils scientist, certified by ARCPACS that the soil class, soil rating or other soil designation should be changed and the rationale for the soil class change. The report will include the following technical data:
 - a. Copy of the most current National Cooperative Soil Survey map(s) for the specified area;
 - b. Methods used by the Soil Scientist;
 - c. Level of order of survey used in field survey, scale, type of maps, number of sample locations and observation points all confirming or disagreeing with the NRCS mapping units;
 - d. Methods used for observations (backhoe, auger, shovel, etc.) and methods used for documentation;
 - e. Notation of any limitations encountered;
 - f. Results, findings and decisions;



- g. Overview of geology, parent material, and related factors;
 - h. Description of landforms, topography, confirming relationship of landforms to soil mapping units;
 - i. Description of on-site and adjacent hydrology, including surface and subsurface features;
 - j. Description of revised soil mapping units;
- 2. Acquires Wasco County Planning Department administrative approval of soils class change, in conjunction with land use application request.

Section 3.219 – Additional Standards

A. Non-Farm Dwelling:

- 1. The parcel is not within the A-1(40) Zone.
- 2. There is no other dwelling on the parcel;
- 3. The site shall have appropriate physical characteristics such as adequate drainage, proper sanitation and water facilities to accommodate a residence or other non-farm use;
- 4. Criteria for Farmland within the EFU Zone:

The dwelling is situated upon a lot or parcel, or a portion of a lot or parcel that is generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract. A lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land.

A lot or parcel is not "generally unsuitable" simply because it is too small to be farmed profitably by itself. If a lot or parcel can be sold, leased, rented or otherwise managed as a part of a commercial farm or ranch, it is not "generally unsuitable." A lot or parcel is presumed to be suitable if it is composed predominantly of Class I – VI soils. Just because a lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use.



The term "generally unsuitable" is vague. The following criteria define and specify in clear, objective, measurable means what is generally unsuitable land for agriculture in Wasco County:

- a. On parcels less than 80 acres that were created prior to January 1, 1993, and parcels created pursuant to the Non-Farm Division (Part of Parcel) provisions when the entire parcel is found to be generally unsuitable. That is, over 50% of the parcel is a Class VII or poorer soil as determined by the NRCS Soil Survey for Wasco County, and (one) 1 of the criterion listed in c. below.
- b. On parcels at least 80 acres but less than 160 acres that were created prior to January 1, 1993, a portion of the parcel that is identified for the dwelling site is a Class VII soil or poorer as determined by the NRCS Soil Survey for Wasco County, and (one) 1 of the criterion listed in c. below.

c. Generally Unsuitable Criteria:

- i. predominantly greater than 40 % slope, or
- ii. produces less than 25 bushels per acre wheat or cereal grains crop, or less than 1 ton per acre of alfalfa or other type of hay as per Farm Service Agency (FSA) registered field crop information. Averages shall be based on acres in production, or
- iii. never been cropped according to the ASCS (FSA) aerial photos and records, and requires more than 5 acres per AUM based on the soil productivity as shown in the most up to date soils survey or on a field determination conducted by an authorized professional using Natural Resource Conservation RCS standards.

5. Criteria for Forested land within the EFU zone

- a. If the parcel is unsuitable for agricultural use and is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the Forest Practices Rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the parcel. If a lot or parcel is under forest assessment, the area is not "generally unsuitable" simply because it is too small to be managed for forest production profitably by itself. If a lot or parcel under forest assessment can be sold, leased, rented or otherwise managed as a part of a forestry operation, it is not "generally unsuitable".



- b. If a lot or parcel is under forest assessment, it is presumed unsuitable if it is composed predominantly of soils capable of producing less than 20 cubic feet of wood fiber per acre per year and may qualify for a dwelling if it can be found that:
 - i. The dwelling is compatible; and
 - ii. The dwelling does not seriously interfere with forest or farm uses on surrounding land and it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land; and
- 6. Cumulative Impact: The dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, consideration shall be given to the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated by applying the following standards:
 - a. Identify a study area for the cumulative impacts analysis. The study area shall include at least 2000 acres or a smaller area not less than 1000 acres, if the smaller area is a distinct agricultural area based on topography, soil types, land use pattern, or the type of farm or ranch operations or practices that distinguish it from other, adjacent agricultural areas. Findings shall describe the study area, its boundaries, the location of the subject parcel within this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or non-resource uses shall not be included in the study area;
 - b. Identify within the study area the broad types of farm uses (irrigated or non-irrigated crops, pasture or grazing lands), the number, location and type of existing dwellings (farm, nonfarm, hardship, etc.), and the dwelling development trends since 1993. Determine the potential number of nonfarm/lot-of-record dwellings that could be approved under current regulations, including identification of predominant soil classifications, the parcels created prior to January 1, 1993 and the parcels larger than the minimum lot size that may be divided to create new parcels for nonfarm dwellings. The findings shall describe the existing land use pattern of the study area including the distribution and arrangement of existing uses and the land use pattern that could result from approval of the possible nonfarm dwellings;
 - c. Determine whether approval of the proposed nonfarm/lot-of-record dwellings together with existing nonfarm dwellings will materially alter the stability of the



land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area;

- ~~f.~~**d.** In addition to a – c, if the application involves the creation of a new parcel for a nonfarm dwelling, consideration shall be given to whether creation of the parcel will lead to creation of other nonfarm parcels, to the detriment of agriculture in the area by applying a – c above.

7. Disqualification of Special Assessment:

The owner of the parcel shall provide evidence that:

- ~~b.~~**a.** The County Assessor has been notified that the proposed non-farm parcel or parcel to contain the non-farm dwelling is no longer being used as farmland; and
- ~~e.~~**b.** A Request has been made in writing to the County Assessor to disqualify the parcel from special assessment; and
- ~~d.~~**c.** Prior to receiving zoning approval on a building permit application or a final plat map, the non-farm parcel has been disqualified from special assessment pursuant to ORS [215.236](#) and any additional tax imposed upon disqualification from special assessment have been paid; and
- ~~e.~~**d.** Record on the Property Deed the following: This parcel (legal description) has been disqualified from special assessment and may not re-qualify for special assessment unless, when combined with another contiguous lot or parcel, it constitutes a qualifying parcel by meeting the minimum lot size for commercial agriculture enterprises within the area.

B. Accessory Farm Dwelling:

1. The accessory farm dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator. The applicant shall submit a Farm Management Plan to provide evidence of this;
2. The accessory farm dwelling will be located:



- a. On the same lot or parcel as the dwelling of the primary farm dwelling; or
 - b. On the same tract as the primary farm dwelling when the lot or parcel on which the accessory farm dwelling will be sited is consolidated into a single parcel with all other contiguous lots and parcels in the tract; or
 - c. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only a manufactured dwelling and a deed restriction is filed with the county clerk. The deed restriction shall require the manufactured dwelling to be removed when the lot or parcel is conveyed to another party. The manufactured dwelling may remain if it is reapproved under these rules; or
 - d. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only attached multi-unit residential structures allowed by the applicable state building code or similar types of farm labor housing as existing farm labor housing on the ranch operation registered with the Dept. of Consumer & Business Services, Oregon Occupational Safety and Health Division under ORS [658.750](#). Accessory farm dwellings approved Section H. shall be removed, demolished or converted to a nonresidential use when farm worker housing is no longer required; or
 - e. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot or parcel at least the size of the applicable minimum lot size under Section G(1) below, Farm Divisions and the lot or parcel complies with the gross farm income requirements in subsection d below.
3. There is no other dwelling on the lands designated for exclusive farm use owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling;
 4. In addition to the requirements in subsection a - c. of this section, the primary farm dwelling to which the proposed dwelling would be accessory satisfies the following:
 - a. The principal farm dwelling is located on a farm or ranch operation that is currently employed for farm use, as defined in Section 1.090 and ORS [215.203](#), and produced in the last two years or three of the last five years, one (1) of the following:



- i. On land not identified as high-value farmland at least *\$55,000 (2009 dollars adjusted for inflation at an annual rate of 2.375%) in gross annual income from the sale of farm products.
 - ii. On land identified as high-value farmland, and produced at least (*\$110,000 (2009 dollars adjusted for inflation at an annual rate of 2.375%) in gross annual income and,
- b. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract.
5. The county shall not approve any proposed division of a lot or parcel for an accessory farm dwelling approved pursuant to this section.

If it is determined that an accessory farm dwelling satisfies the requirements Section [3.214 G](#) above, One Single Family Dwelling Customarily Provided in Conjunction with Farm Use, a parcel may be created consistent with the minimum parcel size requirements in Section 3.217 A - Farm Divisions; and

6. An accessory farm dwelling approved pursuant to this section cannot later be used to satisfy the requirements for a dwelling not provided in conjunction with farm use pursuant to Section [3.215 I](#), One Single Family Dwelling Not Provided in Conjunction with a Farm Use.
7. **Farming of a marijuana crop shall not be used to demonstrate compliance with the approval criteria for an accessory farm dwelling.**
- ~~8.~~ **No accessory farm dwelling unit may be occupied by a relative of the owner or operator of the farmworker housing. "Relative" means a spouse of the owner or operator or an ancestor, lineal descendant or whole or half sibling of the owner or operator or the spouse of the owner or operator.**
~~**It is the intention of the Wasco Board of County Commissioners to reevaluate the validity of this inflationary adjustment percentage by 2014.*~~

C. Alteration, restoration, relocation or replacement of a lawfully established dwelling:

1. Has, **or formerly had**, intact interior walls and roof structure;
2. Has, **or formerly had**, indoor plumbing consisting of a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;
3. Has, **or formerly had**, interior wiring or interior lights;



4. Has, **or formerly had**, a heating system;
5. In the case of replacement:
 - a. The new dwelling is subject to all applicable siting requirements;
 - b. The existing dwelling is removed, demolished or converted to a permitted non-residential use within 90 days of completion of the replacement dwelling;
 - c. If the dwelling to be replaced is located on a portion of the lot or parcel not zoned for exclusive farm use, the applicant, as a condition of approval, shall execute and record in the deed records for the county where the property is located a deed restriction prohibiting the siting of a dwelling on that portion of the lot or parcel; and
6. In the case of deferred replacement:~~(Added 4/12)~~
 - a. The existing dwelling is removed or demolished within 90 days after the deferred replacement permit is issued. If the established dwelling is not removed or demolished within three months after the deferred replacement permit is issued, the permit becomes void;
 - b. Construction of the replacement dwelling may occur at any time but may not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant; and
 - c. The replacement dwelling must comply with all applicable siting requirements, building codes, plumbing codes, sanitation codes and other requirements relating to health and safety or to siting at the time of construction.
- ~~7.~~
7. If the dwelling was removed, destroyed or demolished:
 - a. **The dwelling's tax lot does not have a lien for delinquent ad valorem taxes; and**
 - b. **Any removal, destruction or demolition occurred on or after January 1, 1973;**
- 8. If the dwelling is currently in such a state of disrepair that the dwelling is unsafe for occupancy or constitutes an attractive nuisance, the dwelling's tax lot does not have a lien for delinquent ad valorem taxes; or**
- 9. A dwelling not described in subsection 7. or 8 above was assessed as a dwelling for purposes of ad valorem taxation:**



- a. **For the previous five property tax years; or**
- b. **From the time when the dwelling was erected upon or affixed to the land and became subject to assessment as described in ORS 307.010.**

D. Lot of Record Dwelling:

1. The lot or parcel on which the dwelling is to be sited was lawfully created prior to January 1, 1985 and was acquired and owned continuously by the present owner:
 - a. Since before January 1, 1985; or
 - b. By device or by intestate succession from a person who acquired and had owned continuously the lot or parcel since before January 1, 1985.
2. The tract upon which the dwelling is to be sited does not include another dwelling;
3. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, and no dwelling exists on another lot or parcel that was part of that tract;
4. The tract on which the dwelling is to be sited is not high value farmland as defined in Section 1.090, Definitions.
5. If the tract on which the dwelling is to be sited consists of more than one lot or parcel, all lots and parcels within the tract shall be consolidated into a single lot or parcel;
6. The director or the director's designee shall notify the county assessor of any decision to permit a lot of record dwelling;
7. As used in this zone, "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle niece, nephew, stepparent, stepchild, grandparent or grandchild of the owner or a business entity owned by any one or a combination of these family members; and
8. Land use approval for a lot of record dwelling may be transferred one time to any other person, prior to issuance of building permit.
- ~~8.9.~~ **The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan and land use regulations and other provisions of law.**



E. Farm Dwelling:

1. Large Lot: a dwelling may be considered customarily provided in conjunction with farm use subject to the following:
 - a. The land on which the dwelling to be sited is not identified as high-value farmland;
 - b. The parcel on which the dwelling will be located is at least 160 acres **and not designated rangeland or at least 320 acres and designated rangeland**;
 - c. The subject tract is currently employed for farm use, as defined in Section 1.090 and ORS [215.203](#) as evidenced by a Farm Management Plan.
 - d. The dwelling will be occupied by an owner or a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale. If the owner is not principally engaged in the day to day farm operation, no Accessory Farm Dwelling for farm help may be authorized pursuant to Section [D 7](#) above; and
 - e. There is no other dwelling on the subject tract, **except for seasonal farmworker housing approved prior to 2001**.
2. Income Test (for Parcels Less than 160 acres) subject to the following and [Subsection c](#) below:
 - a. Meets either (1) or (2) below:
 - i. On land not identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if the subject tract is currently employed for farm use, as defined in Section 1.090 and ORS [215.203](#), as evidenced by a Farm Management Plan, that produced at least *\$55,000 (2009 dollars adjusted for inflation at an annual rate of 2.375%) in gross annual income from the sale of farm products in the last two or three of the last five years; or
 - ii. On land identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if the subject tract is currently employed for the farm use, as defined in Section 1.090 and ORS [215.203](#), as evidenced by a Farm Management Plan, that produced at least *\$110,000 (2009 dollars adjusted for inflation at an annual rate of 2.375%) in



gross annual income from the sale of farm products in the last two or three of the last five years; and

- a. In determining the gross income required by this subsection:
 - i. The cost of purchased livestock shall be deducted from the total gross income attributed to the farm or ranch operation;
 - ii. Only gross income from land owned, not leased or rented, shall be counted; and
 - iii. Gross farm income earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used
- b. There is no other dwelling, **excepting seasonal farmworker housing approved prior to 2001**, on lands designated for exclusive farm use pursuant to ORS Chapter [215](#) or for mixed farm/forest use pursuant to OAR [660-006-057](#) owned by the farm or ranch operator or on the farm or ranch operation; and
- c. The dwelling will be occupied by a person or persons who produced the commodities which grossed the income.
- d. Prior to issuance of zoning approval on a building permit application, a Notice of Decision shall be recorded in the deed records with the Wasco County Clerk for each lot or parcel subject to the application for the primary farm dwelling and shall preclude:
 - i. All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed by ORS Chapter [215](#); and
 - ii. The use of any gross farm income earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling.
- e. The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by the Chair of the Board of County Commissioners;
- f. Enforcement of the covenants, conditions and restrictions may be undertaken by the Dept. of Land Conservation & Development or Wasco County;
- g. The Planning Director shall maintain a copy of the Notice of Decisions filed in the County deed records pursuant to this section and a map or other record



depicting the lots and parcels subject to the covenants, conditions and restrictions filed in the County deed records pursuant to this section. The map or other record shall be readily available to the public in the Planning Office.

- h. The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of producing required minimum income within a study area that includes all tracts wholly or partially within one mile from the perimeter of the subject tract;**
- i. The subject tract is capable of producing at least the median level of annual gross sales of county indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in i. above.**
- j. The subject tract is currently employed for a farm use, as defined in ORS 215.203, at a level capable of producing the annual gross sales required by this subsection.**
- k. The subject lot or parcel on which the dwelling is proposed is not less than 20 acres.**
- l. If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to the establishment of the farm use required by k. above.**

~~1.~~ Study area and analysis shall be consistent with the rules in OAR 660-033-0135 (2)(b). Winery:

~~1. The winery is a facility that produces wine with a maximum annual production of:~~

~~— a. Less than 50,000 gallons and it:~~

~~Owns an on-site vineyard of at least 15 acres;~~

~~Owns a contiguous vineyard of at least 15 acres;~~

~~Has a long-term contract for the purchase of all of the grapes from at least 15 acres of a vineyard contiguous to the winery; or~~

~~Obtains grapes from any combination of subparagraph (1), (2) or (3) of this paragraph; or~~

~~— b. At least 50,000 gallons and no more than 100,000 gallons and that:~~



~~(1) Owns an on-site vineyard of at least 40 acres;~~

~~Owns a contiguous vineyard of at least 40 acres;~~

~~Has a long-term contract for the purchase of all of the grapes from at least 40 acres of a vineyard contiguous to the winery; or~~

~~Obtains grapes from any combination of subparagraph (1), (2) or (3) of this paragraph.~~

~~The winery described in subsection 1 a or b above shall allow only the sale of:~~

~~a. Wines produced in conjunction with the winery; and~~

~~b. Items directly related to wine, the sales of which are incidental to retail sale of _____ wine on-site. Such items include individually portioned prepackaged foods _____ prepared from an approved source by a commercial processor and _____ nonperishable beverages or any items additionally allowed by a limited service _____ restaurant defined in ORS 624.010.~~

~~Prior to the issuance of zoning approval to establish a winery under this section, the applicant shall show that vineyards, described in subsection 1 a or b of this section, have been planted or that the contract has been executed, as applicable.~~

~~Siting Standards to limit conflicts with accepted farming or forest practices on adjacent lands include:~~

~~a. Establishment of a setback, not to exceed 100 feet, from all property lines for _____ the winery and all public gathering places; and~~

~~_____ b. Provision of direct road access, internal circulation and parking.~~

~~(c) If a Home Occupation to host Commercial Events such as weddings, receptions or parties is desired, that use must be applied for under Section 3.215 BB. Failure to apply under Section 3.215 BB for such a use will result in the hosting of any such events to be considered a land use violation.~~

F. Farm Ranch Recreation:



1. The tract or parcel is currently employed in a commercial agricultural operation as defined in Section 1.090 and ORS [215.203](#) as evidenced by a Farm Management Plan.

If the Farm Ranch Recreation utilizes agricultural operations on a tract to meet the commercial agricultural operation standards they will be required to own and operate the tract. If portions of the tract used to justify the commercial agricultural operation are sold the Farm Ranch Recreation approval will automatically become void and the owner will cease to operate within 60 days of selling the property.

2. The Farm Management Plan shall also include the Farm Ranch Recreation proposal including the number of acres devoted to the recreational use, proposed or existing buildings involved in the use, hours and days of operation, and anticipated usage (number of visitors). Additionally, it must be demonstrated how the Farm Recreation activities are compatible with the commercial farming operation.
3. The Farm Ranch Recreation proposal shall not be the primary use of the tract, but shall be subordinate to the commercial agricultural operation in scope, scale and impact, however, income generated from the farm ranch recreation use does not have to be subordinate to income generated by the commercial agricultural operation. Scope, scale and impact shall take into consideration the number of acres/area devoted to the farm ranch recreation use, anticipated usage of the use, days and hours of operation.
4. New Farm Ranch Recreation structures shall be located on land that is "generally unsuitable" as defined in Section [3.219 A 4](#), Non-Farm Dwelling, where practicable. If the proposal is to not locate Farm Ranch Recreation structures on land that is "generally unsuitable", the application shall explain why and how the proposal best protects agricultural lands.
5. Recreational uses such as fly fishing and hunting off of the parcel or tract shall be allowed. However, the primary portion of the Farm Ranch Recreation use, excluding lodging, shall occur on the parcel or tract.
6. Overnight lodging units in new or existing structures may be permitted in conjunction with the Farm Ranch Recreation operation. Lodging unit means an individual guest room in a lodge, bunkhouse, cottage, cabin, tent or licensed recreational vehicles used only for transient lodging and not for a permanent residence. No more than 10 lodging units are allowed. No kitchen facilities are permitted in individual lodging units. All overnight facilities shall comply with Oregon Dept. of Environmental Quality and/or Wasco County Health Dept. requirements for sanitary sewage disposal.



7. In addition to overnight lodging units a separate kitchen area, rest rooms, storage or other shared indoor space shall be allowed.
8. Food services shall be incidental to the operation of the guest ranch and shall be provided only for the guests of the farm ranch recreation, individuals accompanying the guests and individuals attending a special event at the farm ranch recreation site. The cost of meals, if any, provided to guests of the farm ranch recreation, individuals accompanying the guests and individuals attending a special event at the farm ranch recreation may be included in the fee to visit or stay at the farm ranch recreation site. A farm ranch recreation may not sell individual meals to an individual who is not a guest of the farm ranch recreation, an individual accompanying a guest or an individual attending a special event at the farm ranch recreation site. Kitchen facilities associated with the farm ranch recreation shall comply with Oregon Dept. of Environmental Quality and/or ~~Wasco County Health Dept.~~ **North Central Public Health District** requirements.
9. The Approving Authority shall place reasonable no-shooting buffers (setbacks from property lines) for hunting preserves, with the ability to have a minimum one foot buffer.
10. There shall be a two mile radius for public notification in the application of public or private target or shooting courses. There shall be a one-half mile radius for public notification in the application of a hunting preserve.

G. Utility Facility:

1. A utility facility is necessary for public service if the facility must be sited in an exclusive farm use zone in order to provide the service. To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:
 - a. Technical and engineering feasibility;
 - b. The proposed facility is locationally dependent. A utility facility is locationally dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;
 - c. Lack of available urban and non-resource lands;
 - d. Availability of existing rights of way;



- e. Public health and safety; and
 - f. Other requirements of state and federal agencies.
2. Costs associated with any of the factors listed in a. may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities and the siting of utility facilities that are not substantially similar.
 3. The owner of a utility facility approved under this section shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.
 4. The governing body of the County or its designee shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farm lands.
 5. In addition to a. through d. of this section, the establishment or extension of a sewer system as defined by [OAR 660-011-0060\(1\)\(f\)](#) in an exclusive farm use zone shall be subject to the provisions of [OAR 660-011-0060](#).
 6. The provisions of 1 – 4 do not apply to interstate natural gas pipelines and associated facilities authorized by a subject to regulation by the Federal Energy Regulatory Commission.

~~8. Aggregate~~

- ~~c. A land use permit is not required for mining less than 1,000 cubic yards of material or excavation preparatory to mining of a surface area of less than one acre.~~
- ~~d. A land use permit for mining of aggregate shall be issued only for a site included on an inventory in an acknowledged comprehensive plan.~~
- ~~e. "Mining" includes all or any part of the process of mining by the removal of overburden and the extraction of natural mineral deposits thereby exposed by any method including open pit mining operations, auger mining operations, processing, surface impacts of underground mining, production of surface mining refuse and the construction of adjacent or off site borrow pits except those constructed for use as access roads.~~



~~f. "Mining" does not include excavations of sand, gravel, clay, rock or other similar materials conducted by a landowner or tenant on the landowner or tenant's property for the primary purpose of reconstruction or maintenance of access roads and excavation or grading operations conducted in the process of farming or cemetery operations, on-site road construction or other on-site construction or non-surface impacts of underground mines.~~

~~9. Composting facilities:~~

~~h. Composting operations and facilities allowed on land not defined as high-value farmland shall be limited to the composting operations and facilities allowed by OAR 660-033-0130(29)(a) or that require a permit from the Department of Environmental Quality under OAR 340-093-0050. Buildings and facilities used in conjunction with the composting operation shall only be those required for the operation of the subject facility. Onsite sales shall be limited to bulk loads of at least one unit (7.5 cubic yards) in size that are transported in one vehicle.~~

~~10. Composting operations and facilities allowed on high-value farmland are limited to those that are exempt from a permit from the Department of Environmental Quality (DEQ) under OAR 340-093-0050, only require approval of an Agricultural Compost Management Plan by the Oregon Department of Agriculture, or require a permit from the DEQ under OAR 340-093-0050 where the compost is applied primarily on the subject farm or used to manage and dispose of by-products generated on the subject farm. Excess compost may be sold to neighboring farm operations in the local area and shall be limited to bulk loads of at least one unit (7.5 cubic yards) in size. Buildings and facilities used in conjunction with the composting operation shall only be those required for the operation of the subject facility. Land application of reclaimed water, agricultural process or industrial process water or biosolids.~~

~~b. A determination by the Department of Environmental Quality, in conjunction with the department's review of a license, permit or approval, that the application rates and site management practices for the land application of reclaimed water, agricultural or industrial process water or biosolids ensure continued agricultural, horticultural or silvicultural production and do not reduce the productivity of the tract.~~

~~c. The use of a tract of land on which the land application of reclaimed water, agricultural or industrial process water or biosolids has occurred under this section may not be changed to allow a different use unless:~~

~~— a. The tract is included within an acknowledged urban growth boundary;~~

~~— b. The tract is rezoned to a zone other than an exclusive farm use zone;~~



iii. ~~The different use of the tract is a farm use as defined in ORS 215.203; or~~

iv. ~~The different use of the tract is a use allowed under:~~

~~(1) ORS 215.213 (1)(c), (e) to (g), (k), (m) to (q), (s) to (u), (x), (z) or (aa);~~

~~(2) ORS 215.213 (2)(a) to (c), (i), (m) or (p) to (r);~~

~~(3) ORS 215.283 (1)(c), (e), (f), (k) to (o), (q) to (s), (u), (w) or (x); or~~

~~(4) ORS 215.283 (2)(a), (j), (L) or (p) to (s).~~

d. ~~An evaluation of the alternatives to application and the reason for not using these alternatives.~~

e. ~~The uses allowed under this section include:~~

~~a. The treatment of reclaimed water, agricultural or industrial process water or biosolids that occurs as a result of the land application;~~

~~b. The establishment and use of facilities, including buildings, equipment, aerated and non-aerated water impoundments, pumps and other irrigation equipment, that are accessory to and reasonably necessary for the land application to occur on the subject tract;~~

c. ~~The establishment and use of facilities, including buildings and equipment, that are not on the tract on which the land application occurs for the transport of reclaimed water, agricultural or industrial process water or biosolids to the tract on which the land application occurs if the facilities are located within:~~

~~(1) A public right of way; or~~

~~c. Other land if the landowner provides written consent and the owner of the facility complies with ORS 215.275 (4); and~~

d. ~~The transport by vehicle of reclaimed water or agricultural or industrial process water to a tract on which the water will be applied to land.~~

f. ~~Uses not allowed under this section include:~~

~~a. The establishment and use of facilities, including buildings or equipment, for the treatment of reclaimed water, agricultural or industrial process water or biosolids other than those treatment facilities related to the treatment that~~



~~_____ occurs as a result of the land application; or~~

~~b. The establishment and use of utility facility service lines allowed under Section
_____ 3.212 J above.~~

~~g. A division of land for the land application of reclaimed water, agricultural or industrial process water or biosolids shall not be allowed.~~

~~11. Farm Stands:~~

~~f. The structures are designed and used for sale of farm crops or livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items, and fee-based activity to promote the sale of farm crops or livestock sold at the farm stand, if the annual sales of the incidental items and fees from promotional activity do not make up more than 25 percent of the total annual sales of the farm stand;~~

~~g. The farm stand does not include structures designed for occupancy as a residence or for activity other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings or public entertainment;~~

~~h. "Farm crops or livestock" includes both fresh and processed farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area. As used in this subsection, "processed crops and livestock" includes jams, syrups, apple cider, animal products and other similar farm crops and livestock that have been processed and converted into another product but not prepared food items; and~~

~~12. "Local agricultural area" includes Oregon or an adjacent county in Washington Golf Courses~~

~~c. A regulation 18 hole golf course is generally characterized by a site of about 120 to 150 acres of land, has a playable distance of 5,000 to 7,200 yards, and a par of 64 to 73 strokes;~~

~~d. A regulation 9 hole golf course is generally characterized by a site of about 65 to 90 acres of land, has a playable distance of 2,500 to 3,600 yards, and a par of 32 to 36 strokes;~~

~~e. Non-regulation golf courses are not allowed uses within these areas. "Non-regulation golf course" means a golf course or golf course-like development that does not meet the definition of golf course in Section 1.090, including but not limited to executive golf courses, Par 3 golf courses, pitch and putt golf courses, miniature golf courses and driving ranges;~~



~~f. Accessory uses provided as part of a golf course shall be consistent with the following standards:~~

- ~~a. An accessory use to a golf course is a facility or improvement that is incidental to the operation of the golf course and is either necessary for the operation and maintenance of the golf course or that provides goods or services customarily provided to golfers at a golf course. An accessory use or activity does not serve the needs of the non-golfing public. Accessory uses to a golf course may include: Parking; maintenance buildings; cart storage and repair; practice range or driving range; clubhouse; restrooms; lockers and showers; food and beverage service; pro shop; a practice or beginners course as part of an 18 hole or larger golf course; or golf tournament. Accessory uses to a golf course do not include: Sporting facilities unrelated to golfing such as tennis courts, swimming pools, and weight rooms; wholesale or retail operations oriented to the non-golfing public; or housing.~~
- ~~b. Accessory uses shall be limited in size and orientation on the site to serve the needs of persons and their guests who patronize the golf course to golf. An accessory use that provides commercial services (e.g., pro shop, etc.) shall be located in the clubhouse rather than in separate buildings.~~
- ~~d. Accessory uses may include one or more food and beverage service facilities in addition to food and beverage service facilities located in a clubhouse. Food and beverage service facilities must be part of and incidental to the operation of the golf course and must be limited in size and orientation on the site to serve only the needs of persons who patronize the golf course and their guests. Accessory food and beverage service facilities shall not be designed for or include structures for banquets, public gatherings or public entertainment.~~

H. Private Parks, Playgrounds and Campgrounds

~~The campground is established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground. xcept on a lot or parcel contiguous to a lake or reservoir, private campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR 660-004.~~

1. A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.

~~Campgrounds shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. Campsites may be occupied by a tent, travel trailer, yurt or recreational vehicle. Separate sewer, water or electric service hook ups shall not~~



~~be provided to individual camp sites except that electrical service may be provided to yurts allowed for by subsection f below.~~

~~No more than one third or a maximum of 10 campsites, whichever is smaller, may include a yurt. The yurt shall be located on the ground or on a wood floor with no permanent foundation. As used in this paragraph, "yurt" means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hookup or internal cooking appliance.~~

I. On Site Filming

1. No filming shall occur without written permission of the landowner.
2. Filming may be restricted during the hours between 10 p.m. and 8 a.m. if nearby residents would be disturbed by noise, lights or any other filming activity.
3. Filming shall not create traffic hazards.
4. Prior to filming, written authorization shall be obtained from the applicable fire department for the use of any fire-related activities, such as welding or cutting equipment, pyrotechnical devices or related activities.
5. All federal, state and county aircraft regulations shall apply. It is the responsibility of the applicant to be aware of all regulations.
6. All structures shall be self-supporting. Digging or construction of permanent foundations will not be allowed.
7. Weekly garbage pickup shall be provided and any garbage or debris gathered daily.
8. All garbage, debris, sets, or other equipment or props must be removed and properly disposed of within 24 hours of completion of filming.
9. All food concessions shall obtain a permit from the North Central Public Health District.
10. It is the responsibility of the applicant to provide proper sanitation, potable water, off-road parking, and security.
11. No mammals, fish, reptiles, or other animals shall be released into the environment during or after filming.
12. All animals shall be tethered, leashed or caged when not immediately required for filming.



J. Commercial Activities in Conjunction with Farm Use

The processing, packaging, treatment and wholesale distribution and storage of a product primarily derived from farm activities on the premises. Also, retail sales of agricultural products, supplies and services directly related to the production and harvesting of agricultural products. Such uses include the following:

1. Storage, distribution and sale of feed, fertilizer, seed, chemicals, and other products used for commercial agriculture.
2. Farm product receiving plants, including processing, packaging, and reshipment facilities. ~~(revised 2/89)~~
3. Livestock feed or sales yards.
4. Storage, repair, or sale of fencing, irrigation, pipe, pumps, and other commercial farm related equipment and implements.
5. Farm equipment storage and repair facilities.
6. Bulk storage and distribution facilities for fuels, pesticides, and fertilizers.
7. Veterinarian clinic.
8. Horticultural specialties such as nurseries or greenhouses for retail sales of plants and products.
9. Slaughtering of animals, including attendant retail and wholesale sales, which may be conducted outside an enclosed building.
10. Wineries for production from fruits, a portion of which are grown on the property, including retail sales.
11. And other such uses which may be construed as similar to the above listed uses.

The Approving Authority shall consider among other relevant criteria the Land Conservation and Development Commission decision No. 79 003.

- K. Wind Power Generation Facility: For purposes of this section a wind power generation facility includes, but is not limited to, the following system components: all wind turbine towers and concrete pads, permanent meteorological towers and wind measurement devices, electrical cable collection systems connecting wind turbine towers with the relevant power substation, new or expanded private roads (whether temporary or



permanent) constructed to serve the wind power generation facility, office and operation and maintenance buildings, temporary lay-down areas and all other necessary appurtenances.

1. For high-value farmland soils described in ORS [195.300](#)(10), it must be found that all of the following are satisfied:
 - a. Reasonable alternatives have been considered to show that siting the wind power generation facility or component thereof on high-value farmland soils is necessary for the facility or component to function properly or if a road system or turbine string must be placed on such soils to achieve a reasonably direct route considering the following factors:
 - i. Technical and engineering feasibility;
 - ii. Availability of existing rights of way; and
 - iii. The long term environmental, economic, social and energy consequences of siting the facility or component on alternative sites, as determined under paragraph b. of this subsection.
 - b. The long-term environmental, economic, social and energy consequences resulting from the wind power generation facility or any components thereof at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located on other agricultural lands that do not include high-value farmland soils.
 - c. Costs associated with any of the factors listed in paragraph a. of this subsection may be considered, but costs alone may not be the only consideration in determining that siting any component of a wind power generation facility on high-value farmland soils is necessary.
 - d. The owner of a wind power generation facility approved under Section 1. above shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this subsection shall prevent the owner of the facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.
 - e. The criteria in Section 2., below are satisfied.



2. For arable lands, meaning lands that are cultivated or suitable for cultivation, including high-value farmland soils described in ORS [195.300](#)(10), it must be found that:
 - a. The proposed wind power facility will not create unnecessary negative impacts on agricultural operations conducted on the subject property. Negative impacts could include, but are not limited to, the unnecessary construction of roads, dividing a field or multiple fields in such a way that creates small or isolated pieces of property that are more difficult to farm, and placing wind farm components such as meteorological towers on lands in a manner that could disrupt common and accepted farming practices; and
 - b. The presence of a proposed wind power facility will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property. This provision may be satisfied by the submittal and county approval of a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked. The approved plan shall be attached to the decision as a condition of approval; and
 - c. Construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. This provision may be satisfied by the submittal and county approval of a plan prepared by an adequately qualified individual, showing how unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil decompaction or other appropriate practices. The approved plan shall be attached to the decision as a condition of approval; and
 - d. Construction or maintenance activities will not result in the unabated introduction or spread of noxious weeds and other undesirable weeds species. This provision may be satisfied by the submittal and county approval of a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement. The approved plan shall be attached to the decision as a condition of approval.
3. For non-arable lands, meaning lands that are not suitable for cultivation, it must be found that the requirements of Subsection 2. d. above are satisfied.
4. In the event that a wind power generation facility is proposed on a combination of arable and non-arable lands as described in Sections 2. and 3. above, the approval criteria of Section 2. shall apply to the entire project.



L. All new agritourism events or activities shall have a pre-application conference with agency partners to determine:

1. Water availability/rights sufficient for the additional uses/activities.
2. Adequate fire protection, including:
 - i. Emergency access and turnaround commensurate with Chapter 10 and Chapter 22 standards.
 - ii. Location within a RFPD or a contract with a RFPD to provide services.
 - iii. A fire mitigation plan, consistent with 10.230, and to include:
 - (a) Onsite water source of up to 8,000 gallons
 - ~~(a)~~(b) Evacuation routes
 - ~~(b)~~(c) A designated emergency gathering area
 - ~~(c)~~(d) Training protocols for staff
 - ~~(d)~~(e) Consultation with RFPD
 - ~~(e)~~(f) Clear signage for fire lanes, onsite water source, electrical service shut off locations
 - ~~(f)~~(g) Designated smoking areas
3. Adequate road access
 - i. A traffic control plan to include certified staff for events
4. Adequate sanitary waste facilities
5. Adequate safety and security
6. Adequate neighbor notification for events and activities with
 - i. Plan to provide annual notice with specific calendar and details to neighbors within 750 feet of property
7. A complete application shall include:



- a. A fire mitigation plan, consistent with 10.230 and L above.
- b. A traffic control plan
- c. A solid waste and sanitary plan
- d. Hours of operation
- e. Road improvement or maintenance plan
- f. Parking diagrams with any required improvements
- g. Neighbor notification plan



Chapter 3 – Overlay Zone 15 – Military Airspace Overlay Zone

The US Military has military training routes (MTR) above Wasco County. These MTRs were permitted through a joint venture between the Federal Aviation Administration and the Department of Defense and have existed since the 1940s above Wasco County and throughout Oregon as a part of the US military operations and training in the state and region. One of the goals of this update is to raise public awareness about these military training routes and the importance for early coordination with the military for new, large scale development that may impact their training routes.

Large commercial energy projects have triggered a statewide effort (ORESA) to balance the development of energy facilities with reducing impact to these training routes. One example of this effort is House Bill 2329 (2019), which modified commercial energy facility permitting to require new coordination with and notification to state agencies, local government, and the US Department of Defense. This is a mandatory requirement and also part of the Chapter 19 update.

Overlay Zone 15 (Military Airspace Overlay) is intended to make that coordination and notification transparent to developers and property owners, and ensure for pre-application coordination between the applicant and the US Military. It's important to note that all complex projects in Wasco County, like commercial energy facilities, require a pre-application conference. Pre-application conferences consist of a meeting and a report that includes comment from impacted agencies or organizations on the proposed development. The goal of the pre-application conference is to provide information to an applicant to improve the likelihood of approval by raising, in advance, concerns about potential impacts to resources, infrastructure, or an area and making suggestions about how to reduce or mitigate those impacts. Overlay Zone 15 will ensure planners and applicants include the local military representatives in that pre-application conference.

The proposed military airspace overlay zone language offers the types of mitigation strategies that may be recommended for projects that encroach in the military airspace. It outlines what types of projects may trigger the need for early coordination. The primary types of development are energy facilities like wind turbines or solar panels, due to their height and reflectivity. It is important to note that all zones in Wasco County have a height restriction of 35' regardless of this proposed overlay zone. Energy and communication facilities, which often exceed 100 feet in height, have additional standards to address height. All structures over 200 feet currently require a conditional use permit due to aviation impacts.

In other words, the overlay zone is designed to be an additional tool for clarity for citizens but not add additional restrictions. Nothing in this overlay prohibits development; the intent is to mitigate any adverse impacts through coordination and also make applicants aware early on that Wasco County maintains height restrictions that may trigger additional criteria during a review.

The language in this Chapter was compiled based on an encroachment analysis, best practices in other communities, and an extensive report produced by multiple stakeholders for the statewide mapping project ORESA. Staff anticipates minimal impact to more traditional development occurring in this overlay zone, like farm uses or residential development, as they will not trigger the applicability standards. For structures over 100 feet, staff also anticipates the overall impact will be greater transparency and awareness about the need for coordination with aviation partners.

The goal of this project is to support military compatibility through coordination with local, regional, and state agencies and raise awareness about the military through the military airspace overlay. The intent is to ensure, through early notification and coordination, that applicants are aware ahead of time of the process.

Section 3.870 – Military Airspace Overlay Zone (OZ-15)

Section 3.871 - Purpose	1
Section 3.872 - Applicability.....	1
Section 3.873 - Notification	1
Section 3.874 - Mitigation Measures.....	2
Section 3.875 - Relationship to Base Zones.....	2

Section 3.871 – Purpose

The purpose of this overlay zone is to ensure early coordination with the Department of Defense when development projects represent potential encroachment to military airspace designated for military training and transport activities.

Section 3.872 – Applicability

- A. This overlay zone is applicable within the military airspace areas identified in the military airspace overlay zone map (OZ 15) and that includes encroachment of:
 - 1. Structures over 100 feet in height if within 200 feet above ground level (AGL) airspace, and over 400 feet in height if within the 500 feet AGL airspace;
 - 2. Development or uses that create or cause interference within the radar line of sight;
 - 3. Energy facility development or uses that produce light emissions, glare, or distracting lights which could interfere with pilot vision or be mistaken for airfield lighting.

Section 3.873 – Notification

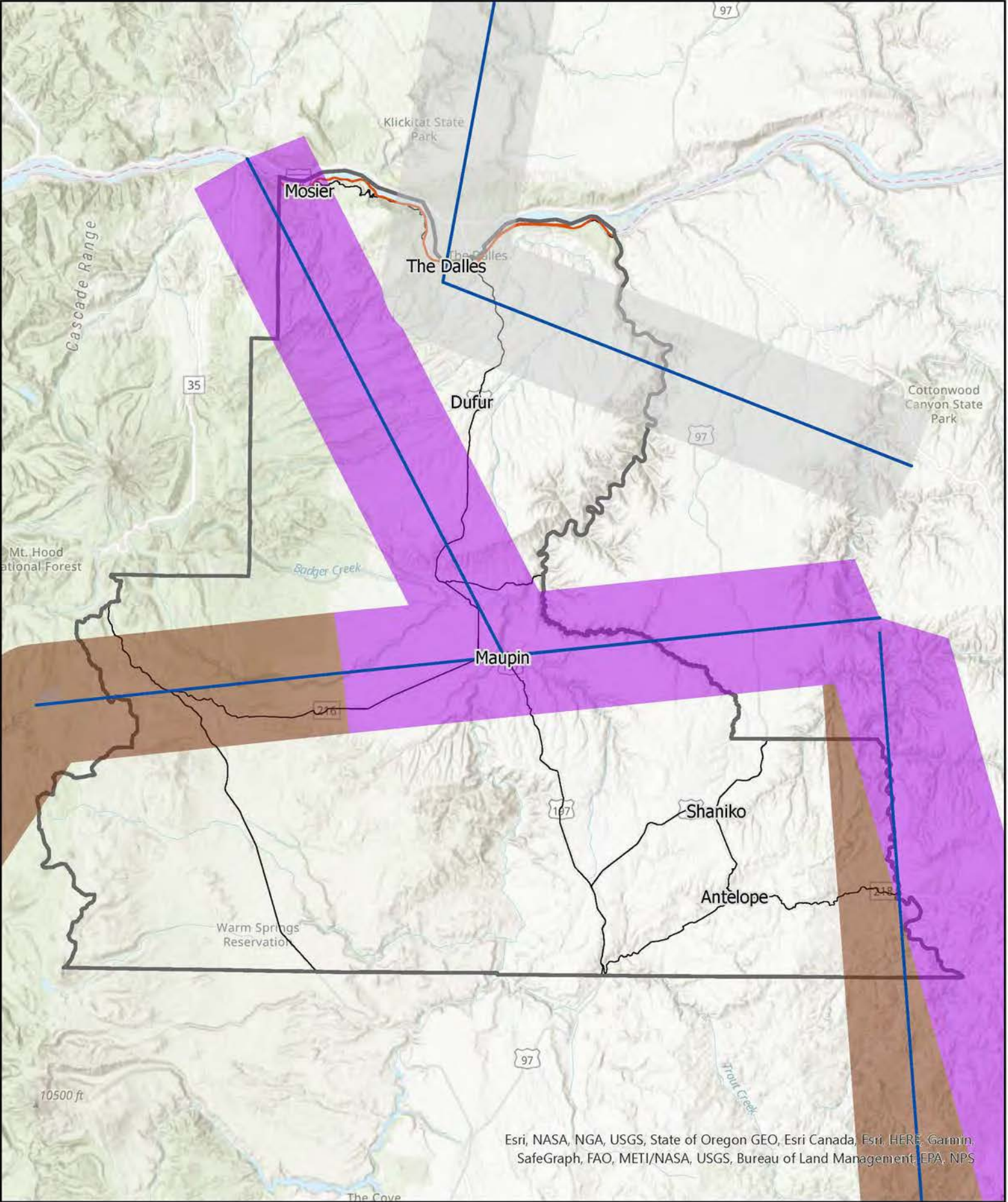
- A. Any applicable development or use shall be required to submit a pre-application conference request at least one month ahead of submitting a complete application. The pre-application conference shall include:
 - 1. Early notification to the Department of Defense about the proposed development or use;
 - 2. Allow for a 15 day review by the NW Regional Coordination Team or local military representative of the proposed development or use;
 - 3. Potential mitigation measures for a complete application recommended by the applicant, Department of Defense, or Planning Director.

Section 3.874 – Mitigation Measures

- A. Proposed development or uses that have identified impacts shall be permitted conditionally with the mitigation measures agreed upon by the Department of Defense, Planning Department, and applicant or developer. This may include:
1. Relocation or adjustment of location;
 2. Reduction in structure height;
 3. Venting, screening, or other mitigation of steam, dust, smoke or other visual interference;
 4. Agreement to use frequencies or other communications equipment that do not present interference;
 5. Reduction of, elimination of, or night vision compatible outdoor lighting;
 6. Anti-reflective coating for solar panels;
 7. Altering tilt and azimuth angles;
 8. Other measures as appropriate.

Section 3.875 – Relationship to Base Zones

- A. Land located in the Military Airspace Overlay Zone (OZ-15), is subject to the requirements and standards of this Chapter in addition to those specified in the underlying zone. If a conflict in regulation or standards occurs, the more restrictive regulation or standard shall apply.

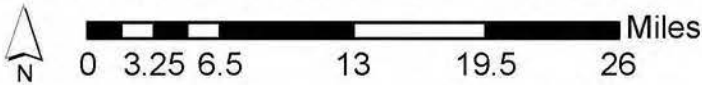


Esri, NASA, NGA, USGS, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS

Restricted Airspace

- US Navy Military Training Route
- 200' Above Ground Level
- 500' Above Ground Level
- 5000' Mean Sea Level (2000' + AGL)

MILITARY AIRSPACE CORRIDORS



CHAPTER 6 - VARIANCES

Section 6.010 - Purpose	1
Section 6.020 - Criteria for Decision	1
Section 6.030 - Dividing Feature Provision (Added 1-92)	1
Section 6.040 - Administrative Variance from Dimensional Standards, excluding Minimum Lot Size.....	2

Section 6.010 - Purpose

A variance may be granted whenever the strict application of a requirement of this ordinance would impose unusual practical difficulty on the applicant. Practical difficulty may result from the size, shape, or dimensions of a site or the location of existing structures thereon, geographic, topographic, or other physical conditions on the site or in the immediate vicinity, or from population density, street location, or traffic conditions in the immediate vicinity. The authority to grant variances does not extend to use regulations.

Section 6.020 - Criteria for Decision

A variance to the requirements of this Ordinance may be granted with respect to lot dimensions, setbacks, yard area, lot coverage, height of structures, vision clearance, fences and walls, and other dimensional requirements, except property size, only if, on the basis of the application, investigation and evidence submitted, all of the following circumstances are found to exist: (Revised 1-92)

- A. Exceptional or extraordinary circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity which result from lot size or shape, topography, or other circumstances over which the property owner since the enactment of this Ordinance has had no control.
- B. The variance is necessary for the preservation of a property right of the applicant which is the same as that enjoyed by other property owners in the same zoning district in the area.
- C. The variance would conform with the purposes of this Ordinance and would not be materially detrimental to property in the same zone or vicinity in which the property is located, or otherwise conflict or reasonably be expected to conflict with the Comprehensive Plan.
- D. The variance requested is the minimum variance which would alleviate the difficulty.
- E. The variance is not the result of a self-created hardship.

Section 6.030 - Dividing Feature Provision (Added 1-92)

The use of the proposed parcel is precluded as a practical matter by virtue of one or more of the following controlling factors:

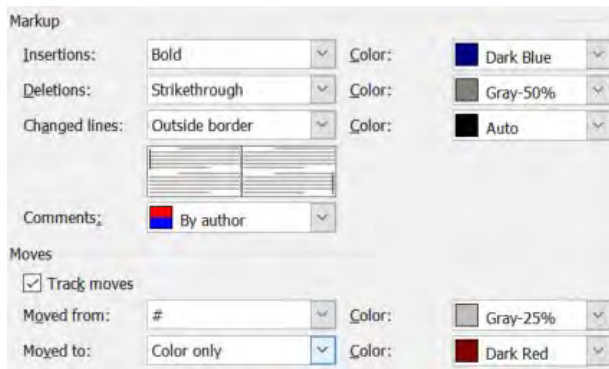
- A. Physical separation of the parcel from the rest of the overall ownership by a significant water course; by a topographic or similar natural feature; or, by a railroad, or similar controlling man made feature, the location over which the owner had no control. For the purpose of this section a controlling factor is a condition which effectively prevents the use of a portion of the land as a practical matter. Controlling factors do not include public highways, streets and alleys, seasonal drainage channels or minor creek beds, or topographic features with slopes of under sixty percent (60%). In addition to the requirements of Section [6.020](#), the following criterion shall be met:
- B. The proposed parcel shall have a sufficient area and otherwise be capable of being served by a domestic water supply and sewage disposal system approved by the appropriate sanitary authority. Written notification of such approval shall be filed with the Director as part of the application.
- C. The parcel requiring the variance is consistent with the Conditional Use approval standards in the applicable zone; and
- D. Complies with the circumstances listed in Section [6.020](#).
- E. The Director shall determine whether or not the controlling factor described above warrants approval of the application.
- F. The parent parcel shall otherwise have sufficient acreage, as required by the zone, to be divided.

Section 6.040 - Administrative Variance from Dimensional Standards, excluding Minimum Lot Size

- A. An administrative variance from regulations covering any building setback, building height, or building size requirement may be authorized pursuant to the Administrative Action process of Section 2.060(A) up to a maximum of fifty percent (50%) of the requirement, by the Director or designee upon findings that:**
 - 1. Approval of the variance will not negatively impact adjacent properties;**
 - 2. The variance does not result in a setback of less than five (5) feet; and**
 - 3. Complies with circumstances listed in Section 6.020.**
- B. An administrative variance from regulations covering any size limit for an accessory building may be authorized pursuant to the Administrative Action process of Section 2.060(A), by the Director upon compliance with [A.1.](#) and [3.](#) above.**
- ~~A.~~C. An Administrative Variance is void if it conflicts with any restrictive covenant applicable to the property at the time such variance is granted.**



Wasco County Planning Land Use and Development Ordinance Update Draft Cover Sheet



The drafts are created using track changes in Microsoft Word.

The key to the left is a reference for how revisions are marked up in the draft.

The bold, blue text shows new text.
Text with a line through it, in light grey,
is proposed to be deleted.



rules adopted under ORS ~~4688.095~~, and must be reviewed subject to Section ~~3.219 K~~
below: ~~OAR 660-033-130 (11), ORS 215.246, ORS 215.247, ORS 215.249, and ORS~~
~~215.251.~~

Text underlined by a wavy line is
optional.



COMMERCIAL USES RELATED TO FARM USE

- B. A winery subject to ~~3.219 F~~ below: ~~ORS 215.452, ORS 215.453, ORS 215.454, ORS~~
~~215.455 and ORS 215.237.~~
- C. A cider business subject to ORS 215.451.
- D. A facility for the processing of farm crops or the production of biofuel as defined in ORS
315.141 subject to the following: farm products as described in ORS 215.255.

The # shows where text has been
moved from and the red text
shows the new proposed location
for that moved text



#

- K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling
has been listed in a county inventory as an historic property and is listed on the National
Register of Historic Places. The application shall include a *Farm Management Plan*
documenting how the replacement dwelling will be used in conjunction with a farm use.

Section 3.410 - Rural Commercial (R-C) Zone

Section 3.410 - Rural Commercial (R-C) Zone	1
Section 3.411 - Purpose	1
Section 3.412 - Uses Permitted Without Review	1
Section 3.413 - Uses Permitted Subject to Type I Review	1
Section 3.414 - Uses Permitted Subject to Standards/Type II Review	2
Section 3.415 - Uses Permitted Subject to Conditional Use Review/Type II or Type III	3
Section 3.416 - Property Development Standards	4

Section 3.411 - Purpose

The Rural Commercial (R-C) Zone is intended to provide for a wide variety of commercial housing and related activities. This designation is designed for application in exception areas outside Urban Growth Boundaries of incorporated cities and community boundaries of acknowledged unincorporated communities. Buildings and structures hereafter erected, structurally altered, enlarged or moved and land hereafter used in the Rural Commercial (R-C) Zone shall make application for a site plan review, and comply with the following regulations.

Section 3.412 - Uses Permitted Without Review

The following uses and activities are permitted on lands designated Rural Commercial (R-C) Zone without review.

- A. Utility Facilities (Minor). (Added 4/12)

Section 3.413 - Uses Permitted Subject to Type I Review

The following uses are permitted on a legal parcel on lands designated Rural Commercial (R-C) Zone subject to Section [3.416 - Property Development Standards](#), Chapter 10 - Fire Safety Standards as well as any other listed, referenced or applicable standards.

This review involves an evaluation by Planning Department staff but only requires formal zoning approval if the use is required to be reviewed by Building Codes. If the use does not require formal zoning approval but is requested by the applicant for future documentation, the applicant will be charged the appropriate Type I review fee.

- A. Any new commercial service, or retail use, listed in section ~~D~~[3.414](#) of this zone that will be located entirely within an existing, lawfully erected commercial building or structure, demonstrating compliance with off-street parking, off-street loading and bicycle parking requirements in Chapter 20 - Site Plan Review. Marijuana retail uses shall comply with Chapter 11. [Psilocybin service centers shall comply with Chapter 7.](#)
- B. Buildings and structures accessory to a lawfully established use. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground. If the building(s) is accessory to a

commercial use the combined footprint of all commercial buildings and all accessory buildings shall not exceed 3,500 sq. ft. (Added 4/12)

- C. Additions to, and replacement of, a lawfully established building or structure. (Added 4/12)
- D. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Chapter 19 - Standards for Energy Facilities - Section 19.030. (Added 4/12)

Section 3.414 - Uses Permitted Subject to Standards/Type II Review

The following small scale low impact uses may be permitted on a legal parcel on lands designated Rural Commercial (R-C) Zone subject to Section [3.416 - Property Development Standards](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards. (Amended 4/12)

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Partitions, Property Line Adjustments and Subdivisions subject to Chapter 21 - Land Divisions. (Added 4/12)

Any combination of the following in a building or buildings not exceeding a cumulative floor area of 3,500 sq. ft.: (Added 4/12)

- C. Retail or service business. Marijuana retail shall comply with Chapter 11.
- D. Eating or drinking establishment.
- E. Offices.
- F. Veterinary clinic and kennel entirely within an enclosed building.
- G. Studio.
- H. Public garage, including usual automobile repairs and servicing enclosed within the building that, when within fifty (50) feet of an "A-1" or "R" zone, there shall be no openings in the building walls facing the boundaries of an "A-1" or "R" zone other than stationary windows, except where such building walls abut streets or alleys.

- I. Residential use in the same building as an allowed use.

±J. Psilocybin Service Centers, subject to Chapter 7.

Section 3.415 - Uses Permitted Subject to Conditional Use Review/Type II or Type III

The following small scale low impact uses may be permitted on a legal parcel on lands designated Rural Commercial (R-C) Zone subject to Section [3.416 - Property Development Standards](#), Chapter 5 – Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards.

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Electrical Transmission Facilities & Natural Gas or Petroleum Product Pipelines subject to Chapter 19 – Standards for Energy Facilities - Section 19.030. (Added 4/12)
- C. Related or Supporting Facilities to a Commercial Power Generating Facility subject to Chapter 19 - Standards for Energy Facilities - Section 19.030. (Added 4/12)
- D. Utility facilities (Major) except landfill. (Amended 4/12)
- E. Recreational Vehicle Park subject to Chapter 17 – Recreational Vehicle Parks and that is demonstrated not to require service by a new community sewer or extension of an existing sewer system from within an urban growth boundary or from within an unincorporated community. (Amended 4/12)
- F. Church.
- G. Public or semi-public buildings.
- H. Public or private school.
- I. Parks, athletic fields, playgrounds or community centers owned by a governmental or non-profit agency or community organization.
- J. Medical center.

Any combination of the following in a building or buildings not exceeding a cumulative floor area of 3,500 sq. ft.: (Added 4/12)

- K. Automobile service stations.

- L. Place of public assembly, stadium, auditorium, recreation building or natatorium.
- M. Commercial amusement establishments when enclosed in a building (stadium, theatre, bowling alley, theatre).
- N. Child care center.

Section 3.416 - Property Development Standards

- A. Property Size: The minimum property size for development shall be determined based on the amount of area required for proper sanitation, off-street parking, maintenance of setbacks and compatibility with adjacent uses.
- B. Setbacks:
 - 1. Front Yard - No structure other than a fence or sign shall be located closer than twenty-five (25) feet from the right-of-way of a public road except where forty percent (40%) of the frontage is developed with buildings having front yards with a variation of ten (10) feet in depth shall establish the front yard depth of the entire frontage.
 - 2. Side Yard - Where the side of a lot or parcel in a "C" zone abuts the side of an "A-1" or an "R" zone, there shall be a side yard of not less than seven (7) feet. In all cases, on a corner lot or parcel, there shall be a side yard setback of ten (10) feet from exterior side property lines for corner building sites. In other cases, a side yard for commercial buildings shall not be required.
 - 3. Rear Yard - No structure other than a fence shall be located closer than twenty (20) feet from the rear yard property line.
- C. Vision Clearance: Vision clearance on corner properties shall be a minimum of thirty (30) feet.
- D. Height: Maximum height for all structures shall be thirty-five (35) feet. Height is measured from average grade.
- E. Stream Setbacks: All structures or similar permanent fixtures shall be set back from the high water line or mark along all streams or lakes a minimum distance of fifty (50) feet when measured horizontally at a right angle.
- F. Floodplain: Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where

the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740 - Flood Hazard Overlay (EPD 1).

- G. Signs: Except as is necessary for traffic safety, the following sign regulations shall apply to all uses:
1. Signs shall be limited to business identification and or goods and services manufactured and or sold on the premises.
 2. No sign shall project above the building.
 3. Signs are permitted in a ratio of one square foot of sign area to each linear foot of store frontage and shall be placed flat against the walls of the buildings with the exception of athletic field scoreboards which shall be the minimum size necessary for the intended purpose.
 4. Signs shall not be placed upon walls or surfaces abutting an "A-1" or an "R" zone.
 5. Separate directional signs not to exceed an area of sixteen (16) square feet are permitted on property of an Automobile Service Station or public parking area, but must not project beyond the property line of such establishment.
 6. Flashing, digital, electronic, and LED (light emitting diode) signs shall be prohibited except as is necessary for athletic scoreboards.
 7. Signs capable of movement shall be prohibited.
 8. Signs advertising the sale or rental of the premise and temporary in nature are permitted provided the sign is erected no closer than ten (10) feet from the right-of-way of public road.
- H. Parking: Off-street parking shall be provided in accordance with Chapter 20 - Site Plan Review.
- I. Lighting: Outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways and waterways. The exterior of shielding and hooding materials shall be composed of non-reflective opaque materials.
- J. New Driveways: All new driveways which access a public road shall obtain a Road Approach Permit from the Wasco County Public Works Department.

Section 3.610 - Tygh Valley Commercial (TV-C) Zone

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Section 3.611 - Purpose

The purpose of the Tygh Valley Commercial (TV-C) Zone is to provide areas for localized shopping facilities. It is intended to preserve and enhance a wide range of retail sales and service establishments serving both the long and short term needs of Tygh Valley and its surrounding area.

Buildings and structures hereafter erected, structurally altered, enlarged or moved and land hereafter used in the Tygh Valley Commercial (TV-C) Zone shall comply with the following regulations.

Section 3.612 - Uses Permitted Without Review

The following uses are permitted on lands designated Tygh Valley Commercial (TV-C) Zone without review.

- A. Utility Facilities (Minor).

Section 3.613 - Uses Permitted Subject to Type I Review

The following small scale low impact uses are permitted on a legal parcel on lands designated Tygh Valley Commercial (TV-C) Zone subject to Section [3.616 - Property Development Standards](#), Chapter 10 - Fire Safety Standards as well as any other listed, referenced or applicable standards.

- A. Any new commercial service, or retail use, listed in Section 3.614 of this zone, that will be located entirely within an existing, lawfully erected building or structure demonstrating compliance with off-street parking, off-street loading and bicycle parking requirements in Chapter 20 - Site Plan Review. Marijuana retail uses shall comply with Chapter 11. **Psilocybin service centers shall comply with Chapter 7.**
- B. Buildings and structures accessory to a lawfully established use. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30" from the ground. If the building(s) is accessory to a commercial use the combined footprint of all commercial buildings and all accessory buildings shall not exceed 4,000 sq. ft. (Added 4/12)

- C. Additions to, and replacement of, a lawfully established building or structure. (Added 4/12)
- D. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)

Section 3.614 - Uses Permitted Subject to Standards/Type II Review

The following small scale low impact uses Tygh Valley Commercial (TV-C) Zone subject to Section [3.616 - Property Development Standards](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review, as well as any other listed, referenced or applicable standards.

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Partitions, Property Line Adjustments and Subdivisions subject to Chapter 21 - Land Divisions. (Added 4/12)

Any combination of the following uses in a building or buildings not exceeding a cumulative floor area of 4,000 sq. ft.: (Added 4/12)

- C. Retail or service business. Marijuana retail businesses shall comply with Chapter 11.
- D. Eating or drinking establishment.
- E. Offices.
- F. Veterinary clinic and kennel entirely within an enclosed building.
- G. Studio.
- H. Public garage, including usual automobile repairs and servicing enclosed within the building that, when within fifty (50) feet of an "A" or "R" zone, there shall be no openings in the building walls facing the boundaries of an "A" or "R" zone other than stationary windows, except where such building walls abut streets or alleys.
- I. Residential use in the same building as an allowed use.

— **Psilocybin Service Centers, subject to Chapter 7.**

Section 3.615 - Uses Permitted Subject to Conditional Use Review/Type II or Type III

The following small scale low impact uses may be permitted on a legal parcel on lands designated Tygh Valley Commercial (TV-C) Zone subject to Section [3.616 - Property Development Standards](#), Chapter 5 - Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards.

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Electrical Transmission Facilities & Natural Gas or Petroleum Product Pipelines subject to Chapter 19 – Standards for Energy Facilities - Section 19.030. (Added 4/12)
- C. Related or Supporting Facilities to a Commercial Power Generating Facility subject to Chapter 19 - Standards for Energy Facilities - Section 19.030. (Added 4/12)
- D. Utility facilities (Major) except landfill.
- E. Church.
- F. Public or semi-public buildings.
- G. Public or private school.
- H. Medical center. Medical marijuana dispensaries shall comply with Chapter 11.

Any combination of the following uses in a building or buildings not exceeding a cumulative floor area of 4,000 sq. ft.: (Added 4/12)

- I. Motel with a maximum of 35 units, only if served by a community sewer system as defined in OAR [660-22-101\(2\)](#).
- J. Automobile service stations.
- K. Recreational Vehicle Park with an office and accessory structures not exceeding 4,000 square feet of floor space.
- L. Place of public assemble, stadium, auditorium, recreation building or natatorium.

- M. Commercial amusement establishments when enclosed in a building (stadium, theatre, bowling alley, theatre). A commercial activity carried on in conjunction with a marijuana crop is prohibited. (See Section 34, Chapter 614, Oregon Laws 2015.)
- N. Child care center.
- O. Parks, athletic fields, playgrounds or community centers owned by a governmental agency or non-profit community organization.

Section 3.616 - Property Development Standards

- A. Property Size: The minimum property size for commercial development shall be determined based on the amount of area required for proper sanitation, off street parking, loading, maintenance of setbacks and compatibility with adjacent uses. If no use is proposed the minimum lot size shall be 2 acres.
- B. Setbacks
 - 1. Front Yard: No structure other than a fence or sign shall be located closer than twenty five (25) feet from the right of way of a public road except where forty percent (40%) of the frontage is developed with buildings having front yards with a variation of ten (10) feet in depth shall establish the front yard depth of the entire frontage.
 - 2. Side Yard: Where the side of a lot or parcel in a "C" zone abuts the side of an "R" zone, there shall be a side yard of not less than seven (7) feet.

In all cases, on a corner lot or parcel, there shall be a side yard setback of ten (10) feet from exterior side property lines for corner building sites. In other cases, a side yard for commercial buildings shall not be required.

- 3. Rear Yard: No structure other than a fence shall be located closer than twenty (20) feet from the rear yard property lines.
- 4. Water Setbacks: All structures or similar permanent fixtures shall be set back from the high water line or mark along all water bodies a minimum distance of fifty (50) feet when measured horizontally at a right angle.
- 5. Agricultural setbacks: Any new structure requiring a building permit on a lot or parcel adjacent to EFU-zoned land which is currently used for or is suitable for agriculture use shall be set back a minimum of 100 feet from the common property line.

- C. Vision Clearance: Vision clearance on corner properties shall be a minimum of thirty (30) feet.
- D. Height: Maximum height for all structures shall be thirty five (35) feet with the exception of lights for athletic fields which shall be the minimum height necessary for the intended purpose.
- E. Floodplain: Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740 - Flood Hazard Overlay (EPD 1).
- F. Signs: Except as is necessary for traffic safety, the following sign regulations shall apply to all uses:
 - 1. Signs shall pertain only to goods and services sold on the premises.
 - 2. No sign shall project above the building.
 - 3. Signs are permitted in a ratio of one square foot of sign area to each linear foot of store frontage with the exception of athletic field scoreboards which shall be the minimum size necessary for the intended purpose.
 - 4. Signs shall not be placed upon walls or surfaces abutting an "A" or an "R" zone.
 - 5. Separate directional signs not to exceed an area of sixteen (16) square feet are permitted on property of an Automobile Service Station or public parking area, but must not project beyond the property line of such establishment.
 - 6. Flashing, digital, electronic, and LED (light emitting diode) signs shall be prohibited except as is necessary for athletic scoreboards.
 - 7. Signs capable of movement shall be prohibited.
 - 8. Signs advertising the sale or rental of the premise and temporary in nature are permitted provided the sign is erected no closer than ten (10) feet from the right of way of public road.
- G. Parking: Off street parking shall be provided in accordance with Chapter 20 - Site Plan Review.

- H. Design standards: Ground floor windows. The following criteria for ground floor windows are encouraged for all new commercial buildings.
1. The window should equal at least 50 percent of the length and 25 percent of the height of the ground level wall area. Ground level wall area includes all exterior walls up to 9 feet above the finished grade. The window criteria apply to the ground level of exterior building walls that abut sidewalks or roads.
 2. Windows should allow views into either working areas, lobbies, pedestrian entrances, or displays.
- I. Lighting: Outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, and waterways. The exterior of shielding and hooding materials shall be composed of non-reflective opaque materials. Athletic field lighting shall follow normal good practices.
- J. Outdoor Storage: Outdoor storage must be enclosed by a sight obscuring fence, wall or landscaping; all of which shall be maintained.
- K. Access
1. No access will be allowed off of US Highway 197.
 2. Spacing: Parcels/lots fronting Highway 197 shall have their access off ORE Highway 216 or Wamic Market Road at least 500 feet from the junction of Highway 197.
 3. All accesses fronting ORE Highway 216 shall have a minimum spacing of 500 feet.
 4. Any commercial use generating in excess of 200 trips per day shall be required to prepare a traffic impact study demonstrating that traffic generated can be accommodated within Oregon Department of Transportation Standards or necessary improvements, identified by the traffic study, to the affected highway will be made prior to commencement of the commercial operation.

Section 3.670 - Wamic Commercial (WAM- C2) Zone

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Section 3.671 – Purpose

The purpose of the Wamic Commercial (WAM-C2) Zone is to provide areas for localized shopping facilities. It is intended to preserve and enhance areas with a wide range of retail sales and service establishments serving both long and short term needs in compact areas.

Buildings and structures hereafter erected, structurally altered, enlarged or moved and land hereafter used in the Wamic Commercial (WAM-C2) Zone shall comply with the following regulations.

Section 3.672 - Uses Permitted Without Review

The following uses and activities are permitted on lands designated Wamic Commercial (WAM-C2) Zone without review.

- A. Utility Facilities (Minor). (Added 4/12)

Section 3.673 - Uses Permitted Subject to Type I Review

The following small scale low impact uses are permitted on a legal parcel on lands designated Wamic Commercial (WAM-C2) Zone subject to Section [3.676 - Property Development Standards](#), Chapter 10 - Fire Safety Standards as well as any other listed, referenced or applicable standards:

- A. Any new commercial service, or retail use that will be located within an existing building or structure demonstrating compliance with off-street parking, off-street loading and bicycle parking requirements in Chapter 20 - Site Plan Review. (Amended 4/12)
Marijuana retail uses shall comply with Chapter 11. **Psilocybin service centers shall comply with Chapter 7.**
- B. Buildings and structures accessory to a lawfully established use. This also includes buildings less than 200 square feet in area, buildings less than 10 feet in height, and decks including those less than 30” from the ground. If the building(s) is accessory to a commercial use the combined footprint of all commercial buildings and all accessory buildings shall not exceed 4,000 sq. ft. (Added 4/12)

- C. Additions to, and replacement of, a lawfully established building or structure. (Added 4/12)
- D. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)

Section 3.674 - Uses Permitted Subject to Standards/Type II Review

The following small scale low impact may be permitted on a legal parcel on lands designated Wamic Commercial (WAM-C2) Zone subject to Section [3.676 - Property Development Standards](#), Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review as well as any other listed, referenced or applicable standards.

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Partitions, Property Line Adjustments and Subdivisions subject to Chapter 21 - Land Divisions.

Any combination of the following uses in a building or buildings not exceeding a cumulative floor area of 4,000 sq. ft: (Amended 4/12)

- C. Retail or service business. Marijuana retail businesses shall comply with Chapter 11.
- D. Eating or drinking establishment
- E. Offices
- F. Veterinary clinic and kennel entirely within an enclosed building
- G. Public garage, including usual automobile repairs and servicing enclosed within the building that:
- H. When within fifty (50) feet of an "A" or "R" zone, there shall be no openings in the building walls facing the boundaries of an "A" or "R" zone other than stationary windows, except where such building walls abut streets or alleys.
- I. Residential use in the same building as an allowed use.

J. Psilocybin Service Centers, subject to Chapter 7.

Section 3.675 - Uses Permitted Subject to Conditional Use Review/Type II or Type III

The following small scale low impact may be permitted on a legal parcel on lands designated Wamic Commercial (WAM-C2) Zone subject to Section [3.676 - Property Development Standards](#), Chapter 5 - Conditional Use Review, Chapter 10 - Fire Safety Standards, Chapter 20 - Site Plan Review only if the request includes off-street parking, off-street loading or bicycle parking, as well as any other listed, referenced or applicable standards.

- A. Non-commercial/stand-alone power generating facilities and Meteorological Towers Subject to Chapter 19 - Standards for Energy Facilities - Section 19.020. Small scale commercial power generating facilities may be allowed under this provision if allowed by Section 19.030. (Added 4/12)
- B. Electrical Transmission Facilities & Natural Gas or Petroleum Product Pipelines subject to Chapter 19 – Standards for Energy Facilities - Section 19.030. (Added 4/12)
- C. Related or Supporting Facilities to a Commercial Power Generating Facility subject to Chapter 19 - Standards for Energy Facilities - Section 19.030. (Added 4/12)
- D. Utility facilities (Major). (Added 4/12)
- E. Church.
- F. Public or semi-public buildings.
- G. Public or private school.
- H. Medical center. Medical marijuana dispensaries shall comply with Chapter 11.

Any combination of the following uses in a building or buildings not exceeding a cumulative floor area of 4,000 sq. ft:

- I. Motel with a maximum of 35 units, only if served by a community sewer system as defined in OAR [660-22-101\(2\)](#).
- J. Automobile service stations.
- K. Recreational Vehicle Park with an office and accessory structures not exceeding 4,000 square feet of floor space.
- L. Place of public assembly (stadium, auditorium, recreation building or natatorium).

- M. Commercial amusement establishments when enclosed in a building (stadium, theatre, bowling alley, theatre). A commercial activity carried on in conjunction with a marijuana crop is prohibited. (See Section 34, Chapter 614, Oregon Laws 2015.)
- N. Child care center.
- O. Parks, playgrounds or community centers owned by a governmental agency or non-profit community organization.

Section 3.676 - Property Development Standards

- A. Property Size: The minimum property size for commercial development shall be determined based on the amount of area required for proper sanitation, off-street parking, loading, landscaped area, maintenance of setbacks and compatibility with adjacent uses.
- B. Sewer and water requirements: Applicant must obtain approval for an on-site sewage disposal system or if applicable, obtain a Department of Environmental Quality (DEQ) Waste Water Pollution control facility (WPCF) permit before approval or as a condition of approval of the land use permit.
- C. The county shall notify the Wamic Water and Sewer District of land use action made under this chapter.
- D. Setbacks
 - 1. Front Yard: No structure other than a fence or sign shall be located closer than twenty five (25) feet from the right of way of a public road except where forty percent (40%) of the frontage is developed with buildings having front yards with a variation of ten (10) feet in depth shall establish the front yard depth of the entire frontage.
 - 2. Side Yard: Where the side of a lot or parcel in a "Wam-C-2" zone abuts the side of an "A" or an "R" zone, there shall be a side yard of not less than seven (7) feet.

In all cases, on a corner lot or parcel, there shall be a side yard setback of ten (10) feet from exterior side property lines for corner building sites. In other cases, a side yard for commercial buildings shall not be required.

 - 3. Rear Yard: No structure other than a fence shall be located closer than twenty (20) feet from the rear yard property lines.
- E. Vision Clearance: Vision clearance on corner properties shall be a minimum of thirty (30) feet.

- F. Height: Maximum height for all structures shall be thirty five (35) feet.
- G. Stream Setbacks: All structures or similar permanent fixtures shall be set back from the high water line or mark along all streams or lakes a minimum distance of fifty (50) feet when measured horizontally at a right angle.
- H. Floodplain: Any development including but not limited to buildings, structures or excavation, proposed within a FEMA designated flood zone, or sited in an area where the Planning Director cannot deem the development reasonably safe from flooding shall be subject to Section 3.740 - Flood Hazard Overlay (EPD 1).
- I. Signs: Signs shall pertain only to goods and services sold on the premises. No sign shall project above or beyond the building. Signs are permitted in a ratio of one square foot of sign area to each linear foot of store frontage and shall be placed flat against the walls of the buildings. Signs shall not be placed upon walls or surfaces abutting an "A" or an "R" zone. Separate directional signs not to exceed an area of sixteen (16) square feet are permitted on property of an Automobile Service Station or public parking area, but must not project beyond the property line of such establishment.
- J. Parking: Off street parking shall be provided in accordance with Chapter 20 - Site Plan Review.
- K. Site Plan Review: Provisions of Chapter 20 shall apply to Sections [3.672](#) and [3.673](#).
- L. Lighting: Outdoor lighting shall be sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways and the Columbia River.

CHAPTER 07 – PSILOCYBIN MANUFACTURING AND SERVICE CENTERS

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Section 7.010- Purpose

This chapter describes the requirements for establishing psilocybin businesses, including all production and commercial uses in Wasco County. The goals of this chapter are to:

- Establish reasonable time, manner and place requirements for new business to manufacture psilocybin and establish a service center.
- Provide clear and objective standards;
- Minimize conflict with other permitted uses in underlying zones;
- Protect resources identified in the Wasco County Comprehensive Plan; and
- Protect the public health, safety, and general welfare of the citizens of Wasco County.

Section 7.020 - Applicability

- A. Psilocybin manufacturing and service centers are only allowed if they are specifically listed as an allowed use in Chapter 3 under the zoning section that directly applies to the legally created subject property(ies).
- B. Psilocybin manufacturing and service centers are prohibited uses in all Wasco County Residential or Rural Residential zones (R-R (2), R-R (5), R-R (10), RC-TV-R, RC-Wam-R2, and RC-Wam-R5), Farm Forest zones (F-F) and Agriculture Recreation zones (A-R).
- C. Psilocybin manufacturing and service centers are prohibited as a home occupation in any zone. No manufacturing or facilitation can be conducted in any residence.
- D. Psilocybin manufacturing in the Exclusive Farm Use zone (A-1) must comply with all provisions of Chapter 7.

Section 7.030 - Procedures

Psilocybin uses are allowed as specified in the applicable zone.

Section 7.040 - Psilocybin Manufacturing

Psilocybin manufacturing shall be subject to the following standards and criteria:

- A. Minimum Yard Depth. No structure used for psilocybin manufacturing shall be located closer than 200 feet from any lot line.
- B. Access. The subject property shall have frontage on, and direct access from, a constructed public, county, or state road, or take access on an exclusive road or easement serving only the subject property. If property takes access via a private road or easement which also serves other properties, evidence must be provided by the applicant, in the form of a petition, that all other property owners who have access rights to the private road or easement agree to allow the specific psilocybin manufacturing described in the application. Such evidence shall include any conditions stipulated in the agreement.
- C. Security Cameras. If security cameras are used, they shall be directed to record only the subject property and public rights-of-way.
- D. Water. The applicant shall submit proof of a legal water source for the proposed psilocybin manufacturing. Proof could include, but is not limited to, a copy of a water right that serves the proposed use or a letter from the irrigation district, municipal water provider or the Watermaster.
- E. Waste Management. Psilocybin waste shall be stored in a secured waste receptacle in the possession of and under the control of the licensee.
- F. Facility. Psilocybin manufacturing must take place entirely indoors/inside a facility. No outdoor production is allowed.
- G. Psilocybin manufacturing cannot be used to establish a farm dwelling or farm stand or other commercial activities.

Section 7.050 – Psilocybin Service Centers

Psilocybin Service Centers shall be subject to the following standards and criteria:

- A. Minimum Separation Distances. Minimum separation distances shall apply as follows:
 - 1. The use shall be located a minimum of:
 - a. 1,000 feet from a public elementary or secondary school for which attendance is compulsory under Oregon Revised Statutes [339.020](#), including any parking lot appurtenant thereto and any property used by the school; or a private or parochial elementary or secondary school, teaching children as described in ORS [339.030](#)(1)(a), including any parking lot appurtenant thereto and any property used by the school;

- b. 1,000 feet from a public park, public playground, government-owned recreational use, public library, licensed treatment center, or multifamily dwelling owned by a public housing authority.
- c. 1,000 feet from a licensed daycare facility or licensed preschool, including any parking lot appurtenant thereto and any property used by the daycare facility or preschool;
- d. 1,000 feet from an established church, including church schools;
- e. 200 feet from any residentially zoned property; however, this provision shall not apply if the subject property has street frontage on a principal interstate, principal expressway, principal arterial, or major arterial.

Section 7.060 - Approval Period

- A. Approval of a permit under Chapter 7 is valid for two (2) years from the date of the final decision. If the County's final decision is appealed, the approval period shall commence on the date of the final appellate decision. During this two-year period, the approval shall be implemented, or the approval will become void.
 - 1. Implemented means all major development permits shall be obtained and maintained for the approved use. If no major development permits are required to complete the development contemplated by the approved use, implemented means all other necessary County development permits shall be obtained and maintained. A major development permit is:
 - a. A building permit for a new primary structure that was part of the approved development; or
 - b. A permit issued by the County for parking lot or road improvements required by the approved development.
- B. Approval of a permit under Subsection [7.050](#) is valid for two years from the date of the County's final decision. During this two-year period, the approval shall be implemented, or the approval will become void. Implemented means that the psilocybin service center has begun operation and is open for consumer business. Notwithstanding this two-year implementation period, a complete application for a psilocybin service center license shall be filed with all necessary state agencies within three months of the date of the County's final decision, or the approval will become void.

CHAPTER 13 - NONCONFORMING USES, BUILDINGS AND LOTS

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Section 13.010 - Purpose

It is necessary and consistent with the establishment of this Ordinance that all uses and structures incompatible with permitted uses or structures in each zone be strictly regulated and permitted to exist only under rigid controls. The purpose of such regulation and control is to discontinue a nonconforming use or structure, change a nonconforming use or structure to a conforming status, or allow alterations to a nonconforming use or structure that do not increase the level of adverse impact on the neighborhood, or are required for the use or structure to comply with state or local health or safety requirements.

Section 13.020 - Continuation of Nonconforming Use

Except as is hereinafter provided in this Ordinance, the lawful use of a building or structure or of any land or premises lawfully existing at the time of the effective date of this Ordinance or at the time of a change in the official zoning maps may be continued, although such use does not conform with the provisions of this Ordinance. Alterations to nonconforming structures may only be made consistent with Section [13.060](#).

Section 13.030 - Conveyance of Nonconforming Use

Nothing in this Ordinance shall be construed to limit the sale, transfer, or conveyance of property on which exists a nonconforming building, structure or use, so long as such sale, transfer, or other conveyance does not otherwise violate the provisions of this Ordinance.

Section 13.040 - Construction on and Conveyance of Nonconforming Legal Parcels

Nothing in this Ordinance shall be deemed to prohibit construction or reconstruction of conforming uses or structures on nonconforming legal parcels or limit the sale, transfer or conveyance of said legal parcels, so long as the construction, reconstruction, sale, transfer or conveyance is consistent with all applicable provisions of this ordinance.

Section 13.050 - Verification of Nonconforming Use

Must meet lawfully established and discontinuance or abandonment criteria below.

- A. Lawfully Established: For a nonconforming use to be verified as lawfully established it shall be consistent with all of the following:

1. The nonconforming use has not been expanded in size or area or changed in purpose or use beyond what was lawfully established;
2. The property on which the nonconforming use is located meets the definition of legal parcel in Chapter 1 of this ordinance;
3. The nonconforming use was lawfully established on or before the effective date of the provisions of this ordinance prohibiting the use verified by either [a](#) or [b](#) below. No unlawful use of property existing at the time of the effective date of the provisions of this ordinance shall be deemed a nonconforming use.
 - a. Type I Verification: Lawfully established is verified by non-discretionary evidence including but not limited to zoning approval or County Assessor records verifying the date of establishment. This type of verification is not subject to any review process because it does not involve the exercise of any discretion or judgment. If the applicant wishes documentation of this it shall be done as a Land Use Verification Letter.
 - b. Type II Verification: Lacking non-discretionary evidence, lawfully established is verified by a discretionary process consistent with Section 2.060(A)(9).

It is the burden of the applicant to provide a preponderance of evidence which will allow the Planning Director to conclude the nonconforming use was lawfully established. Such evidence includes but is not limited to:

- Utility Bills and Records (phone, power, sewer, water)
- Aerial Photographs
- Dated Photos
- Notarized Letters or Affidavits affirming the date of establishment

- B. Discontinuance or Abandonment: For a nonconforming use to be verified as lawfully established it must not have been discontinued or abandoned according to the following criteria. Based on the circumstances, the Director shall determine whether discontinuance or abandonment shall be reviewed as a Type I or Type II process as described in [A](#) above.
 1. The reference period for determining whether an abandonment or interruption of a nonconforming use or an aspect thereof has occurred shall be twelve (12) consecutive months in any of the ten (10) years preceding the date of the application. Proof of intent to abandon is not required to determine that a nonconforming use has been discontinued or abandoned.

2. An abandonment or interruption of a use may arise from the complete cessation of the actual use for a twelve (12) month period even if improvements to support the use remain in place.
3. An interruption or abandonment for a twelve (12) month period that constitutes less than full cessation of the use or a portion thereof may result in a declaration of a continuing use, but of a lesser intensity or scope than what would have been allowable if the nature and extent of the use as of the date it became nonconforming had continued, even if improvements to support the full use remain in place.
4. A change in the nature of the use may result in a determination that the use has been abandoned or has ceased for a twelve (12) month period if there are no common elements between the activities of the previous use and the current use.

Factors to be considered in determining whether there has been a change in the nature of a use shall include, but are not limited to, consideration of the type of activities being conducted, the operating characteristics of the activities associated with the use (including off-site impacts of those activities), changes in structures associated with the use and changes in the degree to which the activities associated with the use occupy the site.

5. A surface mining use **is not considered** ~~shall not be deemed~~ to be interrupted or abandoned for any period after July 1, 1972, provided:
 - a. The owner or operator was issued and continuously renewed a state or local surface mining permit, or received and maintained a state or local exemption from surface mining regulation; and
 - b. The surface mining use was not inactive for a period of 12 consecutive years or more. For purposes of this subsection, “inactive” means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine. **Inactive means no aggregate materials were excavated, crushed, removed, stockpiled or sold by the owner or operator of the surface mine.**
 - ~~b.~~ **c. The use is not considered interrupted, abandoned or inactive for any period while a federal, state, or local emergency order temporarily limits or prohibits the use or the restoration or replacement of the use.**

Section 13.060 - Restoration or Alteration of Nonconforming Use

Restoration or alteration of a nonconforming use or structure shall be reviewed according to Section 2.060(A)(9) and limited to the applicable criteria below and Verification of

Nonconforming Use in Section [13.050](#) above. Any other restorations or alterations shall conform to all of the criteria of this ordinance.

Maintenance, repair, alteration, restoration or replacement of a lawfully implemented or established dwelling in the Exclusive Farm Use or Forest Zone shall be governed by those zones and not be subject to the alteration language in Chapter 13. However, these dwellings will be subject to a Chapter 6 or 7 Variance Review if they cannot meet all of the provisions of the Wasco County Land Use and Development Ordinance, and must comply with all current health and safety ordinances including but not limited to Geologic Hazard Overlay (Section 3.750) Fire Safety Standards (Chapter 10) and Flood Damage Prevention (Chapter 22).

- A. Restoration or Replacement of a Nonconforming Structure Destroyed by Fire, Other Casualty or Disaster: If a nonconforming structure or a structure containing a nonconforming use is destroyed by fire, other casualty or natural disaster, restoration or replacement shall be permitted subject to the following criteria:
 - 1. Time Limitation: An application is received within twelve (12) months from the occurrence of the fire, casualty or natural disaster. The application shall include official documentation establishing the date of the fire, casualty, or natural disaster. If an application is not received within twelve (12) months from the occurrence, the nonconforming use shall be considered discontinued.
 - 2. Size: The restoration of a nonconforming building or structure may not increase the floor area or create a greater nonconformance than existed at the time of damage or destruction. Any changes in height, additions of attics basements, decks or elements that were not part of the original structure beyond what is necessary to comply with current building code or building industry standards shall be considered an alteration.
 - 3. Location: The restoration shall be sited on the same footprint as the original structure. However, if the applicant wishes to change the location to better comply with current setback, buffer or health and safety standards, the restoration will be allowed to be relocated the minimum distance necessary to achieve this goal. Any relocation beyond the minimum distance necessary shall be considered an alteration.
 - 4. Health & Safety: The restoration shall comply with all current health and safety ordinances including but not limited to Geologic Hazard Overlay (Section 3.750) Fire Safety Standards (Chapter 10) and Flood Damage Prevention (Chapter 22).
- B. Alteration of a nonconforming use to comply with State or Local Health or Safety Requirements: No conditions shall be placed upon the continuation or alteration of a nonconforming use when necessary to comply with state or local health or safety

requirements, or to maintain in good repair the existing structures associated with the use.

Proof of compliance with health or safety requirements or the necessity to maintain in good repair existing structures associated with the use shall be submitted with the application.

C. Alteration of a nonconforming use including but not limited to any combination of the following:

- Replacing a structure not damaged or destroyed by fire, other casualty or disaster;
- Expanding a structure beyond its current size;
- Relocating a structure to a different location on the same legal parcel;

1. Alteration will result in no greater adverse impact on the neighborhood or shall result in less of an adverse impact on the neighborhood considering the criteria listed below.

a. Residential Uses Only

- (1) The nonconforming use is in compliance with all conditions or limitations associated with its creation or approval;
- (2) The comparative visual appearance between the existing nonconforming use and the proposed alteration;
- (3) The alteration shall not change the manner or purpose of the use;
- (4) The proposed alteration shall not result in greater nonconformity to property line setbacks or resource buffer requirements unless the alteration will extend a structure further away from and perpendicular to the property line or resource. Any proposal that would extend an existing structure further toward the property line or resource, or expand an existing structure parallel into a setback or buffer shall also be subject to Chapters 6 & 7, Variances and any other applicable review criteria;
- (5) Relocation shall result in conformity with all property line setbacks and resource buffer requirements unless there is no other location on the property that could comply with all setback and buffer requirements and the relocation would remove the structure from an undesirable location according to the Wasco County Land Use and Development Ordinance such

as a water buffer or floodplain. If the relocation cannot conform to all setback and buffer requirements the application shall also be subject to Chapters 6 & 7, Variances and any other applicable review criteria;

- (6) The alteration must be consistent with Health and Safety Regulations including but not limited to Geologic Hazard Overlay (Section 3.750) Fire Safety Standards (Chapter 10) and Flood Damage Prevention (Chapter 22);
- (7) Other factors which impact the character or needs of the neighborhood;

b. Non-Residential Nonconforming Uses Only

- (1) Criteria (1) – (7) in subsection a. above;
- (2) The alteration will result in an overall reduction in adverse impacts to the neighborhood. Each application for alteration will include an analysis of the current adverse impacts to the neighborhood utilizing a – b below, and how the alteration reduces the total of the adverse impacts. An increase in one individual adverse impact may be offset by reductions in others as to effect a total reduction in adverse impacts;
 - (a) An evaluation of the character and history of the use, its relationship to development in the neighborhood and how the alteration would affect this;
 - (b) The comparable degree of noise, light, vibration, dust, odor, fumes, glare or smoke detectable within the neighborhood between the existing nonconforming use and the proposed alteration;
 - (c) The comparative impact to public facilities and services including but not limited to: roads, fire and police protection, sewer and water facilities, telephone and electrical service, or solid waste disposal facilities between the existing nonconforming use and the proposed alteration;
 - (d) The comparative amount and nature of outside storage, loading and parking between the existing nonconforming use and the proposed alteration;
 - (e) The comparative hours of operation between the existing nonconforming use and the proposed alteration;
 - (f) The comparative effect on identified natural resources between the existing nonconforming use and the proposed alteration; and

- (g) The comparative effect on water quality, quantity or drainage in the neighborhood between the existing nonconforming use and the proposed alteration.
- 2. The Planning Director may impose conditions of approval on any alteration of a nonconforming use, structure(s) or other physical improvements permitted under this section when deemed necessary to ensure the mitigation of any adverse impacts. Such conditions could include but are not limited to:
 - a. Special yards and spaces.
 - b. Fences and walls.
 - c. Special parking and/or loading provisions.
 - d. Street dedication and improvements.
 - e. Control of points of vehicular ingress and egress.
 - f. Special provisions for signs.
 - g. Landscaping and maintenance of grounds.
 - h. Control of noise, light, vibration, dust, odor, fumes, glare, smoke, or other similar nuisances.
 - i. Limitation of time for certain activities.
 - j. A time period in which a proposed use shall be developed.
 - k. A limit of total duration of use.

Section 13.070 - Vested Right

Pursuant to ORS [215.427](#), if an application was complete when first submitted or the applicant submits additional information, as described in ORS [215.427\(2\)](#), within 180 days of the date the application was first submitted, approval or denial of the application shall be based upon the standards and criteria that were applicable at the time the application was first submitted.

Section 13.080 - Consolidation of Undeveloped Subdivisions

- A. A unit of land shall be consolidated with adjacent lands in the same ownership if the subdivision within which the unit of land is located is undeveloped pursuant to ORS chapter [92](#), Undeveloped Subdivisions.

- B. No portion of a consolidated plat shall be considered a separate parcel solely because an existing property overlays, and possibly fragments, that consolidated subdivision.
- C. Criterion A shall not be applied to consolidate two or more units of land where each unit of land is developed with a dwelling that qualifies as an existing use. One or more undeveloped units of land shall be consolidated with one or more developed units of land.
- D. Lots shall be consolidated through the process outlined in ORS Chapter [92](#), Undeveloped Subdivisions, or through a Replat process as outlined in Chapter 21.



Chapter 14 – Communication Facilities Revisions

This is a proposed, new Chapter for communication facilities (towers, small cell/5G, etc.). Under the US Communications Act of 1934 and the Telecommunications Act of 1996, the Federal Communications Commission (FCC) develops and administers rules pertaining to communication facilities. Based on federal pre-emption, local jurisdictions have limited control over permitting communication facilities. Communities are also required to have a process, separate from other utility facilities, for communication facilities to permit them, necessitating the creation of this Chapter.

Federal requirements include:

- Specific time frames in which local governments must complete their reviews.
- Prohibits a local jurisdiction from regulating the “placement, construction, and modification of Wireless Communication Facilities on the basis of environmental effects of Radio Frequency (RF) emissions”. Wasco County can not deny an application based on environmental or health concerns.
- Local jurisdictions are prohibited from denial of a co-location application or application that modifies an existing wireless tower or base station, except in cases of “substantial change.”
- A decision to deny permits must be supported by substantial evidence in a written record.

The current draft Chapter is based on model codes or other Oregon county codes that have been successfully implemented. The majority of the language is mandatory. The purpose section can be expanded or reduced.

CHAPTER 14 - STANDARDS FOR COMMUNICATIONS FACILITIES

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Section 14.010 – Purpose

The purpose of the Chapter is to provide a process and standards for the construction, modification and removal of communication towers and meteorological towers (collectively referred to as ‘towers’) while protecting public health and safety and the scenic quality of unincorporated Wasco County.

Other purposes include:

- A. To recognize that towers are required to serve a variety of public needs
- B. To provide communication services to county residents
- C. To protect the scenic, history, and natural qualities of Wasco County through design, siting, landscaping, and camouflaging techniques to reduce impacts of towers
- D. To encourage the co-location of facilities as a primary option rather than new construction and development

Section 14.020 – Applicability

This Chapter applies to all new communication facility development in unincorporated Wasco County, except those listed as exempt in (list Section). Wireless telecommunications facilities existing prior to the effective date of this Chapter that do not conform to the standards of this Article and which have been in continuous use prior to the effective date of this Ordinance are allowed to continue as nonconforming uses. Expansion of an existing facility is subject to the requirements of this Chapter if the proposed changes exceed the dimensional standards of the Spectrum Act (see 47 C.F.R. § 1.40001 and definition of “substantial change” in Chapter 1).

Section 14.030 – Exempt Facilities and Towers

The following towers and wireless telecommunication facilities are not subject to the standards and requirements in this Chapter:

- A. Amateur (ham) radio towers, citizen band transmitters and antennas

- B. Whip or other similar antennas no taller than 6 feet with a maximum diameter of two (2) inches
- C. Residential scale antennas used to receive television broadcast signals.
- D. Low-powered networked telecommunications facilities such as microcell radio transceivers, small cell and Distributed Antenna Systems (DAS) located on existing utility poles and light standards within public right-of-ways.
- E. Wireless communication devices less than or equal to ten square feet in area and approved by the Federal Communications Commission (FCC) for residential areas (regardless of the zone).
- F. Cells-On-Wheels (COW), are permitted as temporary uses in all zones for a period not to exceed 30 days or during a period of emergency as declared by the City, County, or State, or to address a short term capacity or coverage need, such as an event, relocation or repair of an existing facility.
- G. Emergency or routine repairs or maintenance of previously approved facilities, or replacement of transmitters, antennas, or other components of approved facilities which do not create a significant change in visual impact.
- H. Two-way communication transmitters used on a temporary basis by “911” emergency services, including fire, police, and emergency aid or ambulance service.
- I. Essential public communication services such as police, fire and other emergency communication networks.
- J. Electrical utility poles and towers.

Section 14.040 – Submittal Requirements

Applications for communication facilities shall include the submittal requirements identified in 2.040 and the following:

- A. A site plan, drawn to scale, that includes:
 - 1. Existing and proposed improvements;
 - 2. Adjacent roads;
 - 3. Parking, circulation, and access;
 - 4. Areas of vegetation to be added, retained, replaced, or removed;
 - 5. Setbacks of all existing and proposed structures.
- B. A vicinity map showing lots, land uses, zoning, and roadways within 750 feet of the proposed site;

- C. Elevations showing antennas, wireless telecommunication towers, equipment shelters, area enclosure, and other improvements related to the proposed facility;
- D. For all new antennas, color simulations of the site after construction;
- E. A map of existing wireless telecommunication facilities within one mile of the subject property; and
- F. An alternatives analysis demonstrating compliance with (insert reference)
- G. A landscape plan, if ancillary facilities will be located on the ground, to obscure equipment.
- H. Applications for eligible facilities or collocation requests must include documentation from a qualified professional demonstrating:
 - 1. The application has the owner(s)'s permission to collocate, if applicable;
 - 2. Provide the original land use application file number

Section 14.050 – General Standards and Requirements for New Facilities and Towers

- A. Applications shall limit placement within Goal 5 scenic views and sites.
- B. No application shall be accepted or approved for a speculation tower. The application must be signed by a lawful representative of a service provider intending to lease the tower in addition to other required signatures.
- C. The applicant has the burden of proof to demonstrate concealment technology designs have been explored and are unworkable with regard to the primary purpose of the tower or are not necessary for compatibility with the surrounding area.
- D. All support structures shall be designed to comply with applicable Building Codes.
- E. All necessary local, state, and federal authorizations/permits shall be obtained prior to construction.
- F. The applicant shall comply with all applicable FCC Radio Frequency emission standards.
- G. Within 180 days of receipt of written notice, all facilities located on a utility pole shall be promptly removed at the operator's expense at any time a utility is scheduled to be undergrounded or otherwise moved.

Section 14.055 – General Standards and Requirements for Small Wireless Facilities or New, Modified, or Replaced Pole

- A. The small wireless facility or new, modified, or replacement pole must not:

1. Materially and demonstrably interfere with the safe operation of traffic control equipment;
 2. Materially and demonstrably interfere with sight lines or clear zones for transportation or pedestrians;
 3. Materially fails to comply with the Americans with Disabilities Act or similar federal, state, or local laws, standards and regulations regarding pedestrian access or movement;
 4. Fails to comply with applicable codes, standards, and regulations, including the design standards; or
 5. Fails to comply with the provisions in this Chapter.
- B. The County must act on an application within the FCC required time limit of:
1. 60 days for review of small wireless facilities collocating on existing structures; or
 2. 90 days for small wireless facilities on new structures.
- C. Denials will be accompanied by a written notice to the applicant, within five days of the denial, with the following information:
1. Reasons for denial with reference to specific code provisions/application instructions/etc.
- D. Applicants are entitled to submit applications in batches, without limitations on the numbers of facilities or poles.

Section 14.060 – Standards and Approval Criteria

- A. Operating Requirements – If technologically possible, all new and replacement towers shall provide for the future collocation of antenna systems by other service providers with a tower sharing plan as follows:
1. The applicant and/or service provider of the wireless telecommunications tower, on behalf of their successors and assigns, shall agree to negotiate in good faith for shared use of the tower by third parties. The applicant shall allow shared use of the tower if the third party agrees in writing to pay reasonable charges for collocation.
 2. Any proposed new wireless telecommunication tower shall be designed to accommodate both the applicant's antennas and comparable antennas for at least two additional facilities if the tower is over 100 feet in height. If the tower is between 60 and 100 feet in height, it must be designed to accommodate at least one additional facility.
- B. Siting Requirements
1. Location: All wireless telecommunication facilities shall be located so as to minimize their visibility. The ranking of siting preferences is as follows: first, collocation upon an existing

tower or existing structure; second, use of concealment technology; third, a new tower screened by trees or other natural or built features; and last, other new towers.

- a. All wireless telecommunication facilities shall be designed to permit shared parking areas and access roads.
- b. Existing sites for potential collocation may include, but are not limited to buildings, water towers, existing wireless telecommunication facilities, utility poles, and related facilities.
- c. A proposal for a new tower shall not be approved unless the approving authority finds that the wireless communications equipment for the proposed tower cannot be accommodated on any existing tower or structure within 2,630 feet of the proposed site, due to one or more of the following reasons, as documented by a qualified professional:
 - i. No existing towers or support structures, or approved but not yet constructed towers or support structures, are available within the geographic area required to meet the applicant's coverage objectives, including engineering requirements.
 - ii. Existing towers or support structures are not of sufficient height to meet the applicant's coverage objectives, including engineering requirements.
 - iii. Existing towers or support structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment and tower/structure cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.
 - iv. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower or structure and the interference cannot be prevented at a reasonable cost.
 - v. The applicant demonstrates that there are other limiting factors that render existing towers and support structures unsuitable.
- d. Use of Concealment Technology: When demonstrated that it is not feasible to collocate the antenna(s) on an existing structure or tower, the wireless telecommunication facilities shall be designed so as to be concealed to the greatest extent possible, including but not limited to the use of concealment technology, and the use of compatible building materials and colors. All concealment facilities shall be designed to visually and operationally blend into the surrounding area in a manner consistent with the natural environment and existing development. The facility shall also be appropriate for the specific site. For example, the wireless telecommunication facilities should not "stand out" from its surrounding environment.
- e. Screening: To the extent practicable, towers shall not be sited in locations where there is no vegetative, structural, or topographic screening available. A wireless telecommunication facilities tower not employing concealment technology shall not be

installed on a site unless it blends with the surrounding natural environment and existing development. Existing trees or significant vegetation should be retained to the greatest possible degree in order to help screen a facility or tower. New vegetation used to screen a facility or tower shall be of a species similar to that existing at the site and a size acceptable to the approval authority and shall be planted immediately following completion of construction. Applicant agrees to maintain added vegetation.

2. Height: The maximum structure height requirements of each zoning district are not applicable to wireless telecommunication facilities which shall comply with the following requirements:
 - a. See Table 14-1 for the height requirements in each zone. Request to modify height requirement are subject to Chapter 6.
 - b. Building or other structure mounted wireless telecommunication facilities, other than an existing tower or a concealed facility, shall not project more than 20 additional feet above the highest point on the existing building or structure.
3. Setbacks:
 - a. Unless permission is received from affected property owner(s), road authority or utility; towers associated with a tower shall be required to meet the property line/yard setbacks and buffer requirements of the underlying zone in which they are located or a minimum distance equal to the total height of the tower plus 10% whichever is greater.
 - b. Unless permission is received from affected property owner(s), road authority or utility; equipment shelters and guy wires associated with a tower shall be required to meet the property line/yard setbacks and buffer requirements of the underlying zone in which they are located.
 - c. Exception to the setback standards of a. or b. of this section may be granted if the applicant can demonstrate all of the following: (i) A reduced setback would provide better concealment or screening than the setback required by a. and b. above. (ii) Signed agreements from adjacent property owners assenting to the reduced setback.
4. Storage/Equipment Shelters:
 - a. No on-premise storage of material or equipment shall be allowed other than that used in the operation and maintenance of the tower site.
 - b. Wireless telecommunication facilities (i.e. vaults, equipment rooms, utilities, and equipment cabinets or enclosures) shall be non-reflective material (exterior surfaces only) that blends with the surrounding environment. All equipment shall be stored inside a building or suitable enclosure rated for outdoor use. The placement of equipment in underground vaults is encouraged.
 - c. Wireless telecommunication facilities storage facilities shall be not taller than one story (15-feet) in height and shall blend with existing development.

- d. Equipment shelters shall be entirely enclosed.
- 5. Color and Visibility: All buildings, poles, towers, antenna supports, antennas, and their accessory electrical control equipment shall be a non-reflective, unobtrusive color that blends in with the surrounding environment unless otherwise required by the FAA or Oregon Department of Aviation.
- 6. Fences:
 - a. A sight obscuring fence may be required to be installed and maintained around the perimeter of a ground mounted facility not employing concealment technology.
 - b. Chain link fences shall be painted or coated with a non-reflective color that blends with the surrounding natural and built environment to the greatest extent feasible.
- 7. Barbed or razor wire fencing is discouraged, particularly in residential areas.
Lighting:
 - a. No lighting shall be permitted on a tower, except as required by state or federal regulations or as required by the reviewing body for aerial spraying. If required, the light shall be shielded or deflected from the ground and other properties, to the extent practicable (e.g., dual mode light or radar trigger lighting).
 - b. No other exterior lighting shall be permitted on the premises unless necessary for emergency repairs and services.
- 8. Signs and Advertising:
 - a. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.
 - b. No commercial or advertising markings shall be allowed except those of the manufacturer and installer.
- 9. Access Driveways and Parking: All access drives and parking areas shall be no longer or wider than necessary and be improved to comply with the requirements of the local Rural Fire District.
 - a. Existing driveways shall be used for access whenever possible.
 - b. New parking areas shall be shared with subsequent wireless telecommunication facilities or other permitted uses whenever feasible. Any new access and parking areas shall consist of a durable and dustless surface and shall comply with local Fire District Standards.
- 10. Landscaping and Screening: wireless telecommunication facilities shall be improved in such a manner so as to maintain and enhance existing vegetation and to install suitable

landscaping to screen the base of the tower and all accessory equipment where necessary. All of the following measures shall be implemented for all ground mounted wireless telecommunication facilities including accessory structures.

- a. A landscape plan shall be submitted indicating all existing vegetation, and landscaping that is to be retained within the leased area on the site, and any additional vegetation that is needed to satisfactorily screen the facility from adjacent land, adjacent roads and public view areas. Planted vegetation shall be evergreen trees or shrubs and placed outside the fenced area.
- b. Existing trees and other screening vegetation in the vicinity of the facility and along the access drive shall be protected from damage during the construction period.

11. EFU Zoned Properties: Facilities and towers located in Exclusive Farm Use (EFU) zones as authorized by ORS 215.283(1)(c) are subject to the criteria and standards set forth in ORS 215.275.

- a. That a facility is necessary under ORS 215.283(1)(c), an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an EFU zone due to one or more of the following factors:
 - i. Technical and engineering feasibility;
 - ii. The proposed facility is locationally dependent. A utility facility is locationally dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;
 - iii. Lack of available urban and non-resource lands;
 - iv. Availability of existing rights-of-way;
 - v. Public health and safety; and
 - vi. Other requirements of local, state or federal agencies. Cost associated with any of the factors listed above may be considered, but cost alone may not be the only consideration in determining that a wireless telecommunication facility is necessary for public service. Land costs shall not be included when considering alternative locations.
- b. When a wireless telecommunication facility is abandoned or decommissioned, the property owner shall be responsible for restoring the land to its former agricultural condition as is reasonably possible. The owner may obtain a bond or other security from the contractor or carrier for the cost of restoration.
- c. Conditions for mitigating and minimizing impacts resulting from the wireless telecommunication facilities shall assure farm uses on surrounding lands will not

experience significant changes in accepted farm practices or significant increases in the cost of farm practices on the surrounding farmlands.

Section 14.070 – Maintenance and Abandonment

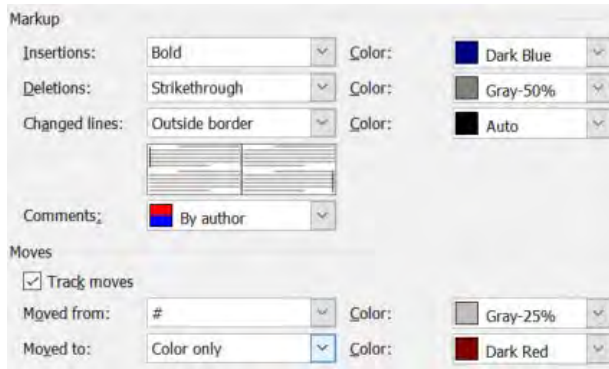
- A. The applicant, co-applicant or tenant shall maintain the wireless telecommunication facilities. Such maintenance shall include, but shall not be limited to painting, maintain structural integrity, and landscaping.
- B. The Planning Director will make a determination of abandonment, and the right to remand documentation from the facility owner regarding the tower or antenna use.
- C. Upon determination of abandonment, the facility owner shall have 60 calendar days to:
 - 1. Reuse the facility or transfer the facility to another owner who will reuse it within 120 calendar days of the determination of abandonment; or
 - 2. Remove the facility.
- D. If the facility is not reused within 120-calendar days of the determination of abandonment, County authorization for the use shall expire. Once authorization for the use has expired, the property owner or facility operator shall remove the facility from the property within 90-calendar days. Failure to remove an abandoned facility as required by this subsection shall constitute a violation and be subject to enforcement actions as determined by the Planning Director.
- E. A wireless provider is required to repair all damage to the rights-of-way directly caused by the activities of the wireless provider and return the rights-of-way to its functional equivalence before the damage pursuant to the competitively neutral, reasonable requirements and specifications. If the wireless provider fails to make the repairs within 60 days after written notice, Wasco County may affect repairs and charge the applicable party the actual, documented cost of repairs.

Table 14 – 1

Zone	Tower Height Limit (in feet)	Small Cell Pole Height Limit (in feet)	Minimum Tower Separation (in feet)
F-1, F-2, A-1 (160)	200	40	2500
All Other Zones	100	40	2000



Wasco County Planning Land Use and Development Ordinance Update Draft Cover Sheet



The drafts are created using track changes in Microsoft Word.

The key to the left is a reference for how revisions are marked up in the draft.

The bold, blue text shows new text.
Text with a line through it, in light grey,
is proposed to be deleted.



rules adopted under ORS ~~4688.095~~, and must be reviewed subject to Section ~~3.219 K~~
below: ~~OAR 660-033-130 (11), ORS 215.246, ORS 215.247, ORS 215.249, and ORS~~
~~215.251.~~

Text underlined by a wavy line is
optional.



COMMERCIAL USES RELATED TO FARM USE

B. A winery subject to ~~3.219 F~~ below: ~~ORS 215.452, ORS 215.453, ORS 215.454, ORS~~
~~215.455 and ORS 215.237.~~

C. A cider business subject to ORS 215.451.

D. A facility for the processing of farm crops or the production of biofuel as defined in ORS
315.141 subject to the following: farm products as described in ORS 215.255.

The # shows where text has been
moved from and the red text
shows the new proposed location
for that moved text



#



K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling
has been listed in a county inventory as an historic property and is listed on the National
Register of Historic Places. The application shall include a *Farm Management Plan*
documenting how the replacement dwelling will be used in conjunction with a farm use.



Chapter 19 – Energy Facilities Revisions

- (Page 2) Based on public input, roof mounted solar panels under 35' in height are recommended to be permitted without review in all zones/properties.
- (Page 5 & 7) Public safety criteria is added to be consistent with FAA regulations.
- (Page 11-13) The adoption of House Bill 2329 (2019) modifies commercial energy facility permitting in ORS 215 to require new analysis and coordination with state agencies and the local government from the applicant for the protection of Goal 5 resources. It also requires the County to provide notice to the list of agencies or organizations with specific requirements for the contents of the notice, as represented in this revision.

CHAPTER 19 - STANDARDS FOR NON COMMERCIAL ENERGY FACILITIES, COMMERCIAL ENERGY FACILITIES & RELATED USES (Amended 4/12)

Section 19.010 - Purpose	1
Section 19.020 - Non-Commercial/Stand Alone Power Generating Facilities & Related Uses Review Processes & Approval Standards	1
Section 19.030 - Commercial Power Generating Facilities Review Processes & Approval Standards	10

Section 19.010 - Purpose

This chapter describes the requirements for establishing non-commercial energy facilities, commercial energy facilities and related uses (as included) in Wasco County. The goals of this chapter are to:

- Encourage renewable energy production;
- Utilize clear and objective standards;
- Establish a clear, consistent and accountable application process;
- Collaborate and coordinate with agencies and other stakeholders;
- Minimize conflict with other permitted uses through compatibility review;
- Protect resources identified in the Wasco County Comprehensive Plan; and
- Protect the public health, safety and general welfare of the citizens of Wasco County.

The uses described in this chapter are only allowed if listed in the zoning section in Chapter 3 applicable to the subject (legally created) property(ies).

Section 19.020 - Non-Commercial/Stand Alone Power Generating Facilities & Related Uses Review Processes & Approval Standards

- A. Review Processes - Non-commercial/Stand Alone Power Generating Facilities & Related Uses (energy facilities) shall be reviewed pursuant to the following. Where standards are less restrictive than comparative standards in other sections, the more restrictive shall govern.

1. Towers: Includes free standing (Wind Turbine & Meteorological) or roof mounted towers/turbines.

Tower Height	Property Size			
	<2 Acres	2 - < 5 Acres	5 - < 10 Acres	> = 10 Acres
Non-Resource Zones				
< = 35'	*Type I	*Type I	Type I	Type I
> 35' - < 50'	Type II – STS	Type II – STS	Type I	Type I
50' - < 100'	Type II – CUP	Type II – STS	Type II - STS	Type II - STS
100' - 150'	Type II – CUP	Type II – CUP	Type II - CUP	Type II - STS

Tower Height	Property Size			
	<2 Acres	2 - < 5 Acres	5 - < 10 Acres	> = 10 Acres
Resource Zones				
< 35'	*Type I	*Type I	Type I	Type I
35' - < 50'	Type II – STS	Type II – STS	Type I	Type I
50' - < 100'	Type II – CUP	Type II – STS	Type II - STS	Type II - STS
100' - < 200'	Type II – CUP	Type II – CUP	Type II - STS	Type II - STS
> = 200'	Type II – CUP	Type II – CUP	Type II - CUP	Type II - CUP

*The 4th tower sited on the property shall elevate the review from a Type I to an STS.

Wind turbines that are attached to other lawful uses (excluding roof mounted turbines) including but not limited to street lamps and telephone poles are not subject to the standards of Chapter 19. They shall be subject to the same standards and review process as the use to which they are attached as outlined in the applicable zone.

2. Solar Systems

System Size	Property Size				
	<2 Acres	2 - < 5 Acres	5 - < 10 Acres	10 - < 40 Acres	> = 40 Acres
Roof Mounted < = 35' in height	<u>Permitted without Review</u> Type I	<u>Permitted without Review</u> Type I	<u>Permitted without Review</u> Type I	<u>Permitted without Review</u> Type I	<u>Permitted without Review</u> Type I
*Roof Mounted > 35' in height	STS	STS	STS	Ministerial	Ministerial
**Ground Array < 500 sq. ft.	Type I	Type I	Type I	Type I	Type I
**Ground Array 500 - < 1,500 sq. ft.	Type II – STS	Type II – STS	Type II – STS	Type II - STS	Type I
**Ground Array > = 1,500 sq. ft.	Type II – CUP	Type II – CUP	Type II – CUP	Type II - CUP	Type II - STS

*Roof mounted systems exceeding 35' in height shall be allowed without a variance pursuant to either Chapter 6 or 7.

**Ground Arrays are limited to 35' in height. Ground Arrays exceeding 35' in height will be required to apply for a variance pursuant to either Chapter 6 or 7.

Small solar systems (less than 10 square feet) that are accessory to other lawful uses including but not limited to gates, electric fences & lights are not subject to the standards of chapter 19. They shall be subject to the same standards and review process as the use to which they are accessory as outlined in the applicable zone.

Multiple panels, multiple arrays and supporting equipment providing energy to the same structure or use shall be considered one (1) system in determining the applicable review process. If a portion of the system is already installed and the permit holder is

creating an addition to the system, the applicable review process shall be based on the total size of the system.

3. OWRD -Hydroelectric Facilities:

- a. Not Located within an Area of Special Flood Hazard - Hydroelectric energy projects not located within an Area of Special Flood Hazard are not required to meet property development standards within the zone they are being located. If located in a non-resource zone they are allowed without any review by the planning department as long as they are being reviewed by the OWRD. If located in a resource zone they are required to be reviewed as a “utility facilities necessary for a public use”, “reservoir”, or water impoundment”.
- b. Located within an Area of Special Flood Hazard – In addition to a. above, hydroelectric energy facilities located within an Area of Special Flood Hazard are subject to Section 3.740, Flood Hazard Overlay by the planning department even if they are being reviewed by the OWRD.

4. Additional Non-Commercial/Stand Alone Power Generating Facilities - The review process for energy facilities other than those previously described will be decided by the planning department based on an evaluation of the primary purpose of the zone, the size of the subject property and surrounding properties, the proposed location of the use and its potential impact to adjacent properties. Impacts include but are not limited to noise, vibration, smell, emissions, visibility, or physical footprint.

B. Type I (Ministerial) Review Standards: The following are applicable to energy facilities in addition to meeting the property development standards of the zone, unless otherwise specified, and any other listed or referenced standards:

1. General Standards for all Energy Facilities:

- a. Lawful Use: Power will be for a lawfully established use or use that is in the process of being reviewed by the planning department.
- b. Interconnect Agreement (Net Metering Only): The applicant shall provide an interconnect agreement with a local utility or copy of a submitted application requesting an interconnect agreement with a local utility.
- c. Closed System (Non-Commercial Stand Alone Only): The applicant shall provide a plan or diagram that proves the proposal is a closed system and will not tie into a utility.

- d. Setback/Buffers: Unless otherwise specified in this chapter, all energy facilities shall meet the property line setbacks of the zone in which they are located, natural resource buffers, as well as any additional setbacks required below.
- e. Height: Unless otherwise specified in this Chapter, Pursuant to Section 4.070, General Exceptions to Building Height Requirements, energy facilities shall be exempt from the height limits of the zone in which they are located.
- f. Color/Visibility: Energy facilities and their accessory electrical control equipment shall be a non-reflective, unobtrusive color that blends in with the surrounding environment unless otherwise required by the Federal Aviation Administration or Oregon Department of Aviation.
- g. Noise: Manufacturer's sound power level shall not exceed 60 dBA.
- h. Air Quality: Manufacturer's emissions estimate shall be in compliance with Oregon Department of Environmental Quality in OAR [340-220](#).
- i. Vibration: Vibrations shall not be produced which are humanly perceptible beyond the property on which the energy facility is located.
- j. Odor: To the extent practicable, odors shall not be produced which are humanly perceptible beyond the property on which the energy facility is located.
- k. Health & Safety:
 - (1) All uses or structures shall be designed and constructed to limit access.
 - (2) Warning and safety signs, up to three square feet in area, are allowed.
 - (3) All ground mounted electrical and control equipment shall be labeled or secured to prevent unauthorized access.
 - (4) The manual electrical and/or over speed shutdown disconnect switch(es) shall be clearly labeled.
 - (5) Utility facility service lines, electrical lines and other wires associated with the energy facility that are not underground shall be kept clear along the route and have a single point of access to the building to the maximum extent practicable while still complying with local, state, and federal electrical codes.

(6) Uses and structures shall be designed and constructed to not impair emergency response. Contact local emergency responder for specific requirements and guidance.

(7) Energy facilities shall be kept and maintained in good repair and condition at all times and shall not pose a potential safety hazard.

~~(7)~~(8) **Does not pose a life safety risk to the public.**

- l. Advertising: No commercial or advertising markings shall be allowed except those of the manufacturer & installer.
- m. Interference with Communication: Energy facilities shall not create any material signal interference with communication systems such as, but not limited to, radio, telephone, television, satellite, microwave or emergency communication systems. Should any material interference occur, the property owner must develop and implement a mitigation plan in consultation with the planning department.
- n. Decommissioning/Removal: Any facility that is inoperable for more than 12 months shall be deemed discontinued. Removal of the equipment and facilities shall occur within six (6) months of the discontinuance time frame or other time frame approved by the planning department unless all or a portion of the equipment and facilities are converted to an approved use within this same time frame.
- o. Other Authority - All necessary local, state and federal authorizations/permits shall be obtained prior to constructing the use.

2. Specific Standards:

a. Tower Standards:

(1) Setbacks

- (a) The base of the tower shall be set back from all property lines, public-rights-of-ways, and above ground public utility lines a distance equal to the height of the tower (i.e., fall height). The setback shall be measured to the center of the tower's base.
- (b) Notwithstanding receiving permission from an affected property owner(s), road authority or utility, towers shall still be required to meet the property lines setbacks of the zone in which they are located and all

natural resource buffer requirements unless a variance is granted pursuant to either Chapter 6 or 7.

- (c) Any guy wires associated with a tower shall be required to meet the property and buffer setbacks of the zone in which they are located unless a variance is granted pursuant to either Chapter 6 or 7.

(2) Safety:

- (a) Blade Reach: The lowest extension of any exposed blade or other exposed moving component shall be at least fifteen (15) feet above the ground (at the highest point of the grade level within fifty (50) feet of the base of the tower) and, in addition, at least fifteen (15) feet above any outdoor surfaces intended for human occupancy, such as balconies, that are located directly below the blade.

The minimum height may be reduced if a safety fence is installed around the area of the exposed blade or other moving component that would prevent access and direct contact with the exposed blade or other moving component. The minimum height may also be reduced through the Type II/STS review process in subsection [C](#) below.

- (b) Wind turbines shall be equipped with an automatic braking, governing or feathering system to prevent uncontrolled rotation, over-speeding and excessive pressure on the tower structure, rotor blades and other wind energy components unless the manufacturer certifies that a braking system is not necessary.
- (c) Towers shall be equipped with lightning protection.
- (d) Towers shall be designed and installed so as to not provide step bolts or a ladder readily accessible to the public for a minimum height of 8 feet above the ground.
- (e) "Danger" signs shall be posted at the height of five feet on the tower if it has a climbing apparatus.
- (f) Permit holders are encouraged to sheath guy wires in a covering that would increase their visibility from a height of three feet above ground to eight feet above ground.

- (3) Avian Protections: Perch deterrents shall be placed on all surfaces that would attract birds to a location where they could be struck by a moving component on the tower such as the sweep of a wind turbine blade.

(4) Lighting: Lighting of towers subject to only a Type I review is not allowed.

b. Solar System Standards:

(1) Safety

(a) Roof mounted solar panels shall be installed in a manner that maintains adequate fire department access to the roof, with an unobstructed path from the structures eaves to structure components located on the roof (i.e., chimney, stove pipe, other roof mounted appliances). Contact local fire official for specific requirements and guidance.

(b) Ground arrays shall maintain a ten feet (10') perimeter of fire fuel break. Refer to Section 10.120 of the Fire Safety Standards for a description of a fire fuel break.

(2) Solar Access Rights - The establishment of a solar system consistent with the requirements of this ordinance shall not constitute solar access rights that are protected by this ordinance.

C. Type II (Subject to Standards) Review Standards: The following are applicable to energy facilities in addition to meeting the Type I Review Standards in subsection [B](#) above, the property development standards of the zone, unless otherwise specified, and any other listed or referenced standards.

1. General Standards for all Energy Facilities

a. General Compatibility: The proposed use is compatible with adjacent surrounding properties taking into consideration the following:

(1) Scale

(2) Odors

(3) Vibration

~~(3)~~**(4) Public safety**

b. Noise: If the manufacturer's sound power level exceeds 60 db(A) or there is no manufacturer's stated sound power level, the applicant shall submit an analysis from a qualified consultant or individual and written report to prove operation of the energy facility shall be in compliance with sound pressure noise regulations established by the Oregon Department of Environmental Quality in OAR [340-035](#)

with regard to any existing dwellings on non-participating landowners property. These regulations shall govern notwithstanding the energy facility is neither a commercial or industrial use.

2. Specific Standards:

a. Tower Standards:

- (1) Aviation Notification: Planning staff shall notify the following groups or agencies as to the location of the proposed tower(s). Comments received regarding safety may be included as safety features required in subsection (2) below.
 - (a) Aerial Sprayers and operators who have requested to be notified - All towers over 50' in height.
 - (b) Oregon Department of Aviation (ODA) & Federal Aviation Administration (FAA) - All towers over 200 feet in height or as prescribed by OAR [738-070-0110](#).
- (2) Aircraft Safety Plan: A safety plan shall be submitted that will ensure aircraft safety is maintained for all towers 50' in height or greater. Unless a determination of no hazard is made, safety features will be required as necessary to ensure aircraft safety based on the location, height, and type of tower. Any safety features required as part of an approval shall be completed at the time the tower is installed. Safety features, if required, could include but are not limited to the following:
 - (a) Placing an aviation device or equivalent visible marker at each of the outermost guy wire anchors.
 - (b) Painting the top 30 feet of each tower with 5 foot bands of alternating colors of Aviation Orange and Aviation White.
 - (c) Lighting: Lighting of towers shall be evaluated on a case-by-case basis and is only allowed if required by the Oregon Department of Aviation or Federal Aviation Administration. If lighting is required by Oregon Department of Aviation or Federal Aviation Administration the applicant shall minimize the amount of lighting to the extent feasible under the law, which may include consideration of radar triggered lighting.
- (3) Minimum Height: The lowest extension of any exposed blade or other exposed moving component may be allowed less than (15) feet above the

ground as required by subsection [B 2 a \(2\)](#) if based on the proposed location and site specific circumstances, the tower will not represent a safety hazard.

- (4) Shadow Flicker: Upon the non-participating owner's request, the applicant shall demonstrate that the wind turbines, taking into account mitigation measures, will have no significant adverse impact of shadow flicker on an existing dwelling of a non-participating landowner within ¼ mile (1,320 feet) from a turbine, measured from the centerline of the turbine to the centerline of the dwelling.

Towers shall be allowed to create an adverse shadow flicker impact to an existing dwelling on a non-participating landowner's property if written permission from the property owner and an adjustment is granted under Section [19.030 D 1 c](#). Said written permission shall be made part of the deed records of the non-participating landowner's property.

b. Solar Standards:

- (1) Ground Leveling: The solar energy facility shall be designed and constructed to minimize ground leveling and to the extent reasonably practicable, limit ground leveling to those areas needed for effective solar energy collection.
- (2) Misdirection of Solar Radiation: The solar energy facility shall be designed, constructed, and operated to prevent the misdirection of concentrated solar radiation onto nearby properties, public roadways or other areas accessible to the public.
- (3) Glare: The solar energy facility shall be designed, constructed and operated such that any significant or prolonged glare is directed away from any nearby properties or public roadways.
- (4) Cleaning Chemicals and Solvents: During operation of the solar energy facility, all chemicals or solvents used to clean solar panels or heliostats shall be low in volatile organic compounds and to the extent reasonably practicable, the permit holder shall use recyclable or biodegradable products.

- D. Type II (Conditional Use) Review Standards: Energy facilities subject to conditional use review shall meet the standards of Chapter 5, Conditional Use Review, the Type I Review Standards in subsection [B](#) above, the Type II Review Standards in subsection [C](#) above, the property development standards of the zone, unless otherwise specified and any other listed or referenced standards.

Section 19.030 - Commercial Power Generating Facilities Review Processes & Approval Standards

- A. Review Processes - Commercial Power Generating Facilities & Related Uses (energy facilities) shall be reviewed pursuant to the following. Where standards are less restrictive than comparative standards in other sections, the more restrictive shall govern.

1. Review Authority:

- a. Planning Commission Review – Notwithstanding applications reviewed by EFSC and unless otherwise specified all energy facilities reviewed pursuant to this section shall be initially heard and decided upon by the Planning Commission in a public hearing.

~~a.~~b. Planning Department Review:

- (1) Small Scale Commercial Power Generating Facilities - A commercial power generating facility shall be considered small scale if it falls within either the tower or solar matrix listed in Section [19.020, Non-Commercial Power Generating Facilities](#) and shall be reviewed by the planning department pursuant to the standards of Section [19.020](#) and not this section.

For non-resource zones, solar arrays shall be limited to ¼ acre and towers to no more than 150' in height and no more than 4 towers per property. For resource zones solar arrays shall be limited to ½ acre and towers to under 200' in height and no more than 4 towers per property shall be reviewed by the planning department. Beyond these limits the energy facility will not be considered small scale and will only be allowed pursuant to the standards in this section.

- (2) Community Projects - Renewable projects of 10MW or less which include a partnership between a local land owner and a community (public) organization such as Wasco County, Mid-Columbia Council of Governments, a city, or a school district, shall be reviewed by the planning department.
- (3) Post EFSC Review - Pursuant to ORS [469.401](#), after issuance of a site certificate by EFSC pursuant to subsection [c.](#) below, and subject to receiving the proper fees, Wasco County will issue in an expedited manner any permits, licenses and certificates addressed in the site certificate subject only to conditions set forth in the site certificate but without hearings or other proceeding (i.e., Type I review).

- (4) Hydroelectric Energy Facilities - See subsection d. below.

~~b~~.c. EFSC Review:

- (1) EFSC has regulatory authority over all energy facilities designated by ORS [469.300](#). However, pursuant to ORS [469.480](#) EFSC shall designate the BOC as a Special Advisory Group. As such and at their discretion the BOC may participate in the siting process pursuant to the role established in ORS [469](#) and OAR [345](#), which includes recommending substantive criteria applicable to the proposed energy facility.
- (2) Pursuant to ORS [469.320](#)(8), notwithstanding the threshold limits in ORS [469.300](#), an applicant can elect to have EFSC review an energy facility that may otherwise be subject to Wasco County's jurisdiction.
- (3) If for any reason the BOC desires, they may defer regulatory authority of energy facility to EFSC notwithstanding it is less than the threshold designated by ORS [469.300](#).

~~c~~.d. OWRD Review - Hydroelectric Energy Facilities:

- (1) Not Located within an Area of Special Flood Hazard - Hydroelectric energy facilities not located within an Area of Special Flood Hazard are not required to meet property development standards within the zone they are being located. If located in a non-resource zone they are allowed without any review by the planning department as long as they are being reviewed by OWRD or FERC. If located in a resource zone they are required to be reviewed as a "utility facilities necessary for a public use".
- (2) Located within an Area of Special Flood Hazard - In addition to [d \(1\)](#) above, hydroelectric energy facilities located within an Area of Special Flood Hazard are subject to Section 3.740, Flood Hazard Overlay by the planning department even if they are being reviewed by the OWRD or FERC.

~~d~~.e. FERC Review - FERC has regulatory authority over all energy or related projects of a size, scale or interest to the federal government pursuant to Title 18, Conservation of Power and Water Resources, of the Code of Federal Regulations.

2. Pre-application requirement

- a. **Prior to submitting a final application for a renewable energy facility, the applicant shall:**

- (1) Consult with the Oregon Department of Fish and Wildlife regarding fish and wildlife habitat impacts and any mitigation plan that is necessary;
- (2) Conduct a habitat assessment of the proposed development site;
- (3) Develop a mitigation plan to address significant fish and wildlife habitat impacts consistent with the administrative rules adopted by the State Fish and Wildlife Commission for the purposes of implementing ORS 469.012;
- (4) Demonstrate that the construction and operation of the renewable energy facility, taking into account mitigation, will not result in significant adverse impacts to historic, cultural and archaeological resources that are:
 - (a) Listed on the National Register of Historic Places;
 - (b) Inventoried in the Wasco County Comprehensive Plan; or
 - (c) Evaluated as a significant or important archaeological object or archaeological site as defined in ORS 385.905.
- (5) Demonstrate that the site for a renewable energy facility, taking into account mitigation, can be restored adequately to a useful, nonhazardous condition following permanent cessation of construction or operation of the facility and that the applicant has a reasonable likelihood of obtaining financial assurances in a form and amount satisfactory to Wasco County to secure restoration of the site to a useful, nonhazardous condition
- (6) Meet the general and specific standards for a renewable energy facility adopted by the Energy Facility Siting Council under ORS 469.470 (2) and 469.501 that Wasco County determines are applicable
- (7) Other requirements listed in ORS 215.446.

3. Notification requirement –

- a. Upon receipt of an application for a renewable energy facility, the County shall provide notices to the following:
 - (1) Oregon Department of Fish and Wildlife
 - (2) Oregon Department of Energy
 - (3) State Historic Preservation Office

- (4) **The Oregon Department of Aviation**
- (5) **The United States Department of Defense**
- (6) **Federally recognized tribal governments that may be affected by the application.**

b. **The notice must include, at a minimum, the following:**

- (1) A description of the proposed renewable energy facility;**
- (2) A description of the lots or parcels subject to the permit application;**
- ~~(1)~~ **(3) The dates, times, and locations where public comments or public testimony on the permit application can be submitted; and**
- (4) The contact information for the governing body of the County and the applicant.**

4. In accordance with OAR 660-023-0250 (5), all applications to EFSC and FERC for significant energy sources are required to submit a Comprehensive Plan amendment concurrent with their application and consistent with the standards and procedures in OAR 660-023-0030-660-023-0050.

~~2.5.~~ **County Decision Options - As part of the application materials the applicant shall indicate if they are requesting tentative or final approval. For facilities sited through EFSC, this section does not apply.**

- a. **Tentative Approval - A tentative approval may be issued when the applicant has submitted most of the required application materials but defers completion of one or more required discretionary elements such as the wildlife plan and all of its required baseline studies. Any deferred discretionary elements will be the only elements reviewed and decided upon during the final approval process.**

A tentative approval shall specify a time limit or expiration date within which all deferred discretionary review elements or plans shall be reviewed for final approval. Pursuant to Section 2.125080, Time Limits for Permits and Extensions of Time, the combined time for both the tentative and final approval shall be limited to 2 years with the opportunity for a onetime 2 year extension. This time frame shall start on the date of the tentative approval.

- b. **Final Approval - Final approval occurs when the applicant has submitted all of the required application materials, Wasco County has issued a decision which**

includes conditions of approval that can be submitted for staff review and verification, and the appeal period has concluded.

3.6. Modifications - An amendment to the conditional use permit shall be required if the proposed facility changes would:

- a. Require an expansion of the established facility boundaries where the original facility was sited or constructed;
- b. Increase the number of towers; or
- c. Increase generator output by more than 25 percent relative to the generation capacity authorized by the initial permit due to the repowering or upgrading of power generation capacity.

B. Non-Resource Zone Standards:

1. Small Scale Commercial Power Generating Facilities - Pursuant to Subsection [A 1 b \(1\)](#) above, commercial power generating facilities that are considered small scale will be allowed in non-resource zones subject to the standards of Section [19.020](#).
2. Large Scale Commercial Power Generating Facilities - Except for related or supporting facilities, large scale commercial power generating facilities shall not be allowed in non-resource zones.
3. Related or Supporting Facilities (Reasonable Alternatives Analysis) - Related or supporting facilities to a commercial power generating facility may be allowed in non-resource zones subject to Conditional Use Review upon a showing that such related or supporting facilities are necessary for siting the commercial power generating facility. To the extent practicable, any related or supporting facilities must be consistent in size, scale, and impact as other existing or allowed uses in the non-resource zone. Related or Supporting Facilities shall be reviewed as part of the Commercial Power Generating Facility and not subject to a separate Conditional Use Review. To demonstrate the related or supporting facilities are necessary within the meaning of this section, an applicant must show that reasonable alternatives have been considered and that the related or supporting facilities must be sited in a non-resource zone after considering the following factors:
 - a. Technical and engineering feasibility of siting the energy facility as a whole;
 - b. Availability of existing rights-of-ways and public roads and proximity to transmission lines and interconnections;
 - c. Environmental impacts associated with avoiding non-resource zoned land; and

d. Protection of farm and forest resources.

C. General Standards - The following standards apply to energy facilities as outlined in Section [A](#) above, in addition to meeting the Conditional Use Standards listed in Chapter 5:

1. Air Safety - All structures that are more than 200 feet above grade or, exceed airport imaginary surfaces as defined in OAR [738-070](#), shall comply with the air hazard rules of the Oregon Department of Aviation and/or Federal Aviation Administration. The applicant shall notify the Oregon Department of Aviation and the Federal Aviation Administration of the proposed facility and shall promptly notify the planning department of the responses from the Oregon Department of Aviation and/or Federal Aviation Administration.

Aerial Sprayers and operators who have requested to be notified will receive all notifications associated with the energy facility as required by Chapter 2, Development Approval Procedures.

2. Interference with Communications - The energy facility shall be designed, constructed and operated so as to avoid any material signal interference with communication systems such as, but not limited to, radio, telephone, television, satellite, microwave or emergency communication systems. Should any material interference occur, the permit holder must develop and implement a mitigation plan in consultation with the planning department.

3. Noise - The energy facility shall comply with the noise regulations in OAR [340-035](#). The applicant may be required to submit a qualified expert's analysis and written report.

4. Visual Impact

a. Scenic Resources – To issue a conditional use permit for an energy facility, the county must find that the design, construction and operation of the facility, taking into account mitigation, are not likely to result in significant adverse impact to scenic resources or values identified as significant or important in the Wasco County Comprehensive Plan.

b. Protected Areas - Except as provided in subsections [\(b\)](#) and [\(c\)](#) below, an energy facility shall not be located in the areas listed below:

(1) National recreation and scenic areas, including but not limited to the Columbia River Gorge National Scenic Area;

- (2) Scenic waterways designated pursuant to ORS [390.826](#), wild or scenic rivers designated pursuant to 16 U.S.C. 1271 et seq., and those waterways and rivers listed as potentials for designation;
- (3) State parks and waysides as listed by the Oregon Department of Parks and Recreation;
- (4) State wildlife areas and management areas identified in OAR [635-008](#);
- (5) National and state fish hatcheries or national and state wildlife refuges;
- (6) State natural heritage areas listed in the Oregon Register of Natural Heritage Areas pursuant to ORS [273.581](#);
- (7) Wilderness areas established pursuant to The Wilderness Act, 16 U.S.C. 1131 et seq. and areas recommended for designation as wilderness areas pursuant to 43 U.S.C. 1782; and
 - (a) Exceptions to Protected Areas - Except where the following uses are regulated by federal, state or local laws, including but not limited to the Columbia River Gorge National Scenic Area Act and implement land use ordinances, the following may be approve in a protected area identified in subsection [b](#) above if other alternative routes or sites have been studied and been determined to have greater impacts
 - An electrical transmission line;
 - A natural gas pipeline; or
 - An energy facility located outside a protected area that includes an electrical transmission line or natural gas or water pipeline as a related or supporting facility located within a protected area.
 - (b) Transmission Line & Pipeline Exception - The provisions of subsection [b](#) above do not apply to electrical transmission lines or natural gas pipelines routed within 500 feet of an existing utility right-of-way containing at least one transmission line or one natural gas pipeline.
 - (c) Additional Visual Mitigation Impacts for all Facilities - The design, construction and operation of the energy facility, taking into account mitigation, are not likely to result in significant adverse impact to scenic resources and values identified in subsection [\(b\)](#) above. Methods to mitigate adverse visual impacts could include but are not limited to:

- (8) Building the energy facility near the edge of contiguous timber areas or using the natural topography to obscure the energy facility;
 - (9) Using materials and colors that blend with the background unless otherwise required by the Federal Aviation Administration or the Oregon Department of Aviation; and
 - (10) Retaining or planting vegetation to obscure views of the energy facility.
- 5. Natural Resource/Wildlife Protection - Taking into account mitigation, siting, design, construction and operation the energy facility will not cause significant adverse impact to important or significant natural resources identified in the Wasco County Comprehensive Plan, Wasco County Land Use and Development Ordinance or by any jurisdictional wildlife agency resource management plan adopted and in effect on the date the application is submitted. As appropriate, the permit holder agrees to implement monitoring and mitigation actions that Wasco County determines appropriate after consultation with the Oregon Department of Fish and Wildlife, or other jurisdictional wildlife or natural resource agency. Measures to reduce significant impacts may include, but are not limited to the following:
 - a. Providing information pertaining to the energy facility's potential impacts and measures to avoid impacts on:
 - (1) Wildlife (all potential species of reasonable concern);
 - (2) Wildlife Habitat;
 - (3) Endangered Plants; and
 - (4) Wetlands & Other Water Resources.
 - b. Conducting biologically appropriate baseline surveys in the areas affected by the proposed energy facility to determine natural resources present and patterns of habitat use.
 - c. Selecting locations to reduce the likelihood of significant adverse impacts on natural resources based on expert analysis of baseline data.
 - d. Utilizing turbine towers that are smooth steel structures that lack features that would allow avian perching. Where horizontal surfaces cannot be avoided, anti-perching devices shall be installed where it is determined necessary to reduce bird mortality.

- e. Designing and installing all aboveground transmission line support structures following the current suggested practices for avian protection on power lines published by the Avian Power Line Interaction Committee.
 - f. Utilizing towers and transmission line support structures designed so the foundation area and supports avoid the creation of artificial habitat or shelter for raptor prey.
 - g. Controlling weeds to avoid the creation of artificial habitat suitable for raptor prey such as spreading gravel on turbine pad.
 - h. Avoiding construction activities near raptor nesting locations during sensitive breeding periods and using appropriate no construction buffers around known nest sites.
 - i. Locating transmission lines or associated transmission lines with the energy facility to minimize potential impacts (e.g., 50 feet from the edge of the nearest wetland or water body except where the line is required to cross the wetland or water body; or separating transmission lines or associated transmission lines with the energy facility from the nearest wetland or water body by topography or substantial vegetation to the extent practical, except where the line is required to cross the wetland or water body).
 - j. Locating transmission towers or associated transmission towers outside of Class I or II streams unless:
 - (1) Adjoining towers and conductors cannot safely and economically support the line(s) that span the stream without an in stream tower; and
 - (2) The lines cannot be safely and economically placed under the water or streambed.
 - (3) Developing a plan for post-construction monitoring of the facility site using appropriate survey protocols to measure the impact of the project on identified natural resources in the area.
6. Protection of Historical and Cultural Resources - The applicant shall complete a cultural resources survey of areas where there will be temporary or permanent disturbance. During construction, cultural resources included in the Wasco County Comprehensive Plan shall be flagged and avoided in areas of potential temporary or permanent disturbance, and construction activities monitored to ensure all cultural resources in such areas are avoided, unless appropriate permits are obtained from the Oregon State Historic Preservation Office. Prior to construction an Inadvertent Discovery Plan (IDP) shall be developed that must outline the procedures to be

followed in the case previously undiscovered archeological, historical or cultural artifacts are encountered during construction or operation of the energy facility, in compliance with ORS [358.905-358.955](#) and any other applicable local, state and federal law.

7. Fire Protection & Emergency Response - A fire protection and emergency response plan shall be developed and implemented in consultation with the applicable fire district or department and/or land management agency to minimize the risk of fire and respond appropriately to any fire or emergency that occurs onsite for all phases of the life of the facility. In developing the plan the applicant shall take into account, among other things, the terrain, dry nature of the region, address risks on a seasonal basis, and identify the locations of fire extinguishers, nearby hospitals, telephone numbers for emergency responders, and first aid techniques.
8. Public Safety - A public safety plan shall be developed and implemented to exclude members of the public from hazardous areas within the Energy Facility Project Area.
9. Transportation Plan - A transportation plan shall be developed and implemented in consultation with the Wasco County Road Department and/or the Oregon Department of Transportation (ODOT). The plan shall be consistent with any applicable requirements from the Wasco County Transportation System Plan and shall also provide or address:
 - a. The size, number, and location of vehicle access points off of public roads.
 - b. Use of existing roads to the extent practical to minimize new access roads.
 - c. Restoring the natural grade and revegetating all temporary road cuts, used during construction of the energy facility. The applicant shall specify the type and amount of native seed or plants used to revegetate the disturbed areas and a timeline to complete this work.
 - d. A Road Impact Assessment/Geotechnical Report for roads to be used by the project. Said report should include an analysis of project-related traffic routes to be used during phases of construction, project operation and decommissioning. The report and any subsequent amendments shall be used as a discipline study and shall be incorporated into the Road Use Agreement between the Applicant and the County.
10. Road Use Agreement - Where applicable, the Wasco County Road Department shall require the applicant to enter into a Road Use Agreement with the County to ensure that project construction traffic is mitigated and any damage to county roads that is caused by the construction of the energy facility or its related or supporting facilities

is repaired by the applicant, and such county roads are restored to pre-construction conditions or better (this includes a weed plan and providing for re-vegetation).

- General design standards for roads shall, in general, conform to policies set forth in Chapter 21.
- As part of the Road Use Agreement the applicant shall also obtain a utility permit for all project utility installation and approach permits for road approach access to county roads.

11. Onsite Access Roads and Staging Areas - The impact of onsite access roads and staging areas within the Energy Facility Project Area shall be limited by:

- a. Constructing and maintaining onsite access roads for all-weather use to assure adequate, safe and efficient emergency vehicle and maintenance vehicle access to the site;
- b. Using existing onsite access roads to the extent practical and avoiding construction of new on-site access roads as much as possible; and
- c. Restoring the natural grade and revegetating all temporary access roads, road cuts, equipment staging areas and field office sites used during construction of the energy facility. The applicant shall specify the type and amount of native seed or plants used to revegetate the disturbed areas and a timeline to complete this work.

12. Dust Control - All approved non-paved temporary or permanent roads and staging areas within the Energy Facility Project Area shall be constructed and maintained to minimize dust, which may be addressed through the Road Use Agreement. If roads and staging areas are not constructed with material that would prevent dust, the permit holder must regularly water roads and staging areas as necessary or apply an approved dust suppression agent such as Earthbind 100 to minimize dust and wind erosion.

13. Erosion and Sediment Control - All ground disturbing activities shall be conducted in compliance with a National Pollutant Discharge Elimination System (NPDES) permit as may be required by Oregon Department of Environmental Quality. Where applicable, an NPDES permit must be obtained. The plan must include best management practices for erosion control during construction and operation and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to minimize sediment run-off into waterways.

14. Weed Control - A weed plan shall be developed in consultation with the Wasco County Weed Department and implemented during construction and operation of the energy facility.

15. Signs - Outdoor displays, signs or billboards within the energy facility project boundary shall not be erected, except:
 - a. Signs required for public or employee safety or otherwise required by law; (e.g., OSHA or compliance with the Manual of Uniform Traffic Control Devices (MUTCD) administered through the County Road Department); and
 - b. No more than two signs relating to the name and operation of the energy facility of a size and type to identify the property for potential visitors to the site, but not to advertise the product. No signs for advertising of other products are permitted.
16. Underground Systems - Where reasonably practicable, power collector and communication systems shall be installed underground, at a minimum depth of 3 feet. Shallower depths may be authorized where notification and safety measures are taken and wires are placed in schedule 40 conduit. The cable collector system shall be installed to prevent adverse impacts on agriculture operations and natural resources.
17. Operation & Maintenance Buildings - Permanent maintenance/operations buildings shall be located in the same zone as the principal energy facility, except that such buildings may be constructed in a separate zone if:
 - a. The building is designed and constructed generally consistent with the character of similar buildings used in the surrounding area; and
 - b. The building will be removed or converted to another approved use upon decommissioning of the energy facility consistent with the provisions of this ordinance.
18. Coordination and Documentation - Prior to commencement of any construction, all other necessary permits shall be obtained, e.g. building permit, rural address, road approach, utility and other permits from the Wasco County Public Works Department, and/or from ODOT as well as any other applicable local, state or federal permits or approvals.
19. Termination and Decommissioning. For an energy facility sited through EFSC, compliance with EFSC's financial assurance and decommissioning standards shall be deemed to be in compliance with these requirements.
 - a. The applicant shall prepare a decommissioning plan that describes the actions to restore the site to a useful, non-hazardous condition, including options for post-dismantle or decommission land use, information on how impacts on fish,

wildlife and the environment would be minimized during the dismantling or decommissioning process, and measures to protect the public against risk or danger resulting from post-decommissioning site conditions in compliance with the requirements of this section.

- b. The applicant shall provide a detailed cost estimate, a comparison of that estimate with funds to be set aside, in the form of a financial assurance (bond, letter of credit, insurance policy other such form of guarantee acceptable to Wasco County), and a plan for assuring the availability of adequate funds for completion of dismantling or decommissioning. The cost estimate and financial assurance may take into account salvage value associated with the project, and can be requested for review and update by Wasco County at their discretion (e.g., every 5 years).
- c. The following shall be required as conditions of the Wasco County approval:
 - (1) If operation of the energy facility ceases or begins construction of the project, but does not complete it, the permit holder shall restore the site according to a plan approved by Wasco County. A plan shall be submitted that ensures the site will be restored to a useful, non-hazardous condition without significant delay, including but not limited to the following:
 - (a) Removal of aboveground and underground equipment, structures and foundations to a depth of at least three feet below grade (four feet if cropland). Underground equipment, structures and foundations need not be removed if they are at least three feet below grade and do not constitute a hazard or interfere with agricultural use or other resource uses of the land. Restoration of the surface grade and soil after removal of aboveground structures and equipment.
 - (b) Removal of graveled areas and access roads and restoration of surface grade and soil.
 - (c) Revegetation of restored soil areas with native seed mixes, plant species suitable to the area, consistent with Wasco County's weed control plan.
 - (d) For any part of the energy facility on leased property, the plan may incorporate agreements with the landowner regarding leaving access roads, fences, gates or buildings in place or regarding restoration of agricultural crops or forest resource land. Said landowner will be responsible for maintaining said facilities for purposes permitted under applicable zoning.

- (e) The underground power collector and communication lines need not be removed if at a depth of three feet or greater. These cables can be abandoned in place if they are deemed not a hazard or interfering with agricultural use or other consistent resource uses of the land.
- (f) The plan must provide for the protection of public health and safety and for protection of the environment and natural resources during site restoration.
- (d) The plan must include a schedule for completion of site restoration work.
- (2) Before beginning construction of the energy facility, the permit holder must submit in a form and amount satisfactory to Wasco County, assuring the availability of adequate irrevocably committed funds to restore the site to a useful, non-hazardous condition naming Wasco County as beneficiary or payee. The form may include posting a bond, issuing an irrevocable letter of credit, purchasing a paid up insurance policy or by other means acceptable by Wasco County and shall ensure continuity between owners.
- (3) The amount of the financial assurance (bond or other such form of guarantee) shall be annually adjusted for inflation using the U.S. Gross Domestic Product Implicit Price Deflator, Chain-Weight, as published in the Oregon Department of Administrative Services' "Oregon Economic and Revenue Forecast," or by any successor agency (the "Index"). The permit holder (including possible successor if sold or transferred) shall increase the amount of the financial assurance annually by the percentage increase in the Index and shall pro-rate the amount within the year to the date of retirement. If at any time the Index is no longer published, Wasco County shall select a comparable index for adjusting the amount. The amount of the financial assurance shall be prorated within the year to the date of decommissioning.
- (4) Per the request of Wasco County, the permit holder (including possible successor if sold or transferred) shall describe the status of the financial assurance in a report (e.g., annual update report submitted to Wasco County).
- (5) The financial assurance shall not be subject to revocation or reduction before retirement of the energy facility site.

20. Final Location - The actual latitude and longitude location or Oregon State Plane NAD83 HARN (international feet) coordinates of the energy facility and related or supporting facilities shall be provided to the County GIS Department once commercial electrical power production begins. Alternatively, this information could

be provided in GIS layer consistent with the datum referenced above or any other datum deemed acceptable by the Wasco County GIS Department.

21. Power Production Reporting - The County may require a report of nonproprietary power production for any time frame after the energy facility first begins production if permitted through the County. If requested, the permit holder shall have 180 days to produce said report.

D. Specific Standards - The following standards apply to specific types of energy facilities as described, in addition to the General Standards in Section C above.

1. Wind Energy Facilities:

- a. Visual Impact - To the extent practical, the proposed wind energy facility has been designed to minimize visual impact upon open space and natural landscape by:
 - (1) Using underground communication and power collector lines (transmission lines that connect each turbine to a substation);
 - (2) Using turbine towers of uniform design, color and height;
 - (3) Lighting - Lighting of towers shall be evaluated on a case by case basis and is only allowed if required by the Oregon Department of Aviation or Federal Aviation Administration. If lighting is required by Oregon Department of Aviation or Federal Aviation Administration the applicant shall minimize the amount of lighting to the extent feasible under the law, which may include consideration of radar triggered lighting.
 - (4) Using existing roads within the Energy Facility Project Area to provide access to the site, or if new roads within the Energy Facility Project Area are needed, minimizing the amount of land used for new roads and locating roads to reduce visual impact;
 - (5) Using existing substations, or if new substations are needed, minimizing the number of new substations; and
 - (6) Shadow Flicker – Upon the non-participating owner's request, the applicant shall demonstrate that the wind turbines, taking into account mitigation measures, will have no significant adverse impact of shadow flicker on an existing dwelling of a non-participating landowner within ¼ mile (1,320 feet) from a turbine, measured from the centerline of the turbine to the centerline of the dwelling.

Towers shall be allowed to create an adverse shadow flicker impact to an existing dwelling on a non-participating landowner's property if written permission from the property owner and an adjustment is granted under Section [19.030 D 1 c](#). Said written permission shall be made part of the deed records of the non-participating landowner's property.

- b. Public Safety - The wind energy facility shall be designed, constructed, and operated to protect the public by measures that may include, but are not limited to, the following:

- (1) Installing the tower so at the closest point, the sweep of any exposed blade or other exposed moving component is at least 20 feet above the tallest existing or foreseeable obstruction to blade movement unless based on the proposed location and site specific circumstances, the tower will not represent a safety hazard; and
- (2) Designing, constructing and operating the energy facility to exclude members of the public from close proximity to turbine blades and electrical equipment, including installing locks on turbine tower access doors; and
- (3) Designing, constructing and operating the energy facility to protect against structural failure of the turbine tower or blades that could endanger members of the public's safety, including having adequate safety devices and testing procedures designed to warn members of the public of impending failure and to minimize the consequences of such failure.

- c. Setbacks:

- (1) Project Boundaries - If the wind energy project encompasses more than one parcel neither the wind turbine setback to non-project boundaries nor the property line setbacks of the underlying zone in which the project is located are applicable to any internal property lines within the project area.

- (2) Non Project Boundaries - Wind turbines shall be set back from the property line of any abutting property not part of the project (non-project boundaries), the right-of-way of any dedicated road, and any above ground major utility facility line a minimum of 1.5 times the height of the wind turbine tower (i.e., full-height). Wind turbines shall be set back from any above ground minor utility facility line a minimum of 1.1 times the height of the wind turbine tower.

- An applicant may request an adjustment to non-project boundaries using the process described in [19.030 D 1 c \(3\)\(c\)](#) below.

- Wind turbines shall meet the underlying zone setback requirement unless a variance is granted pursuant to either Chapter 6 or 7.

(3) Resource Zone Dwellings

- (a) Participating Landowners: Participating landowners are owners of legally placed resource dwellings on lands committed to the energy facility project by written contract. Participating landowners or applicant must provide evidence demonstrating that setbacks from dwellings will meet the DEQ noise standard and, prior to construction, provide evidence of any recorded noise easement obtained under OAR [340-035-0035](#).
- (b) Non-Participating Landowners: For owners of legally placed resource dwellings who are not participating landowners in the energy facility project, wind turbine setbacks shall be 3,520 feet, measured from the centerline of the turbine to the edge of the dwelling, or the distance required to comply with the DEQ noise standard (OAR [340-035-0035](#)), whichever is greater, unless a noise easement is obtained under OAR [340-035-0035](#).
- (c) Adjustment Provision: Applicant may, as part of the wind energy permitting process, obtain an administrative adjustment to authorize a lesser setback from regulations addressing turbine setbacks from dwellings in resource zones. This may be authorized as part of the CUP pursuant to the Administrative Action process of Section 2.060(A) by the Director or designee and upon findings that demonstrate the following criteria are met:
 - A. The underlying landowner (or applicable road authority or utility as may be appropriate for non-project boundary setbacks) has consented, in writing, to an adjusted setback.
 - B. The proposed adjustment complies with DEQ noise standard.
 - C. The proposed adjustment will not force a significant change in accepted farm or forest practices on surrounding lands devoted to or available for farm or forest use.
 - D. The proposed adjustment will not unduly burden existing infrastructure (e.g., underground utilities or leach fields).
 - E. The proposed adjustment will not unduly impair safety in the area.

F. The proposed adjustment will minimize impacts to environmental resources (e.g., wetlands or identified EPDs).

- (4) Non-Resource Boundaries - Wind turbines shall be setback a minimum of 1 mile (5,280 feet) from all non-resource zoned property boundaries located outside of urban growth boundaries or urban reserves (as measured from the centerline of the turbine to the edge of the property boundary zoned for non-resource purposes, e.g., rural residential). Adjustment provisions do not apply to these non-resource zone property boundary setbacks.
- (5) City Limits and Urban Areas – Wind turbines shall be setback 3/4 mile (3,960 feet) from the established city limit, urban growth boundary or urban reserve boundary of an incorporated city (whichever is the more restrictive applies) unless a lesser setback is granted through the adjustment process under this provision.

Adjustment Provision – Applicant may, as part of the wind energy permitting process, obtain an administrative adjustment to authorize a lesser setback from regulations addressing turbine setbacks from city limits, urban growth boundaries or urban reserves. This may be authorized as part of the CUP pursuant to the Administrative Action process of Section 2.060(A) by the Director or designee and upon findings that demonstrate the following criteria are met:

- (a) The incorporated city that would be affected has consented, in writing, to an adjusted setback.
 - (b) The proposed adjustment complies with DEQ noise standard.
 - (c) The proposed adjustment will not force a significant change in accepted farm or forest practices on surrounding lands devoted to or available for farm or forest use.
 - (d) The proposed adjustment will not unduly burden existing infrastructure (e.g., underground utilities or leach fields).
 - (e) The proposed adjustment will not unduly impair safety in the area.
 - (f) The proposed adjustment will minimize impacts to environmental resources (e.g., wetlands or identified EPDs).
- (6) Downwind Properties - The establishment of a commercial wind energy facility consistent with the requirements of this ordinance shall not constitute wind access rights that are protected by this ordinance beyond the following setback requirement.

If a wind turbine 200' in height or taller has been previously placed on a downwind property that is not part of the project, the closest tower on the upwind property shall be set back a minimum of fifteen rotor diameters from

the downwind tower location or any lesser distance agreed to by the downwind and upwind property owners or those authorized to act on their behalf.

2. Solar Energy Facilities:

- a. Ground Leveling – The solar energy facility shall be designed and constructed to minimize ground leveling and to the extent reasonably practicable, limit ground leveling to those areas needed for effective solar energy collection.
- b. Misdirection of Solar Radiation - The solar energy facility shall be designed, constructed, and operated to prevent the misdirection of concentrated solar radiation onto nearby properties, public roadways or other areas accessible to the public, or mitigated accordingly.
- c. Glare - The solar energy facility shall be designed, constructed and operated such that any significant or prolonged glare is directed away from any nearby properties or public roadways, or mitigated accordingly.
- d. Cleaning Chemicals and Solvents - During operation of the solar energy facility, all chemicals or solvents used to clean solar panels or heliostats shall be low in volatile organic compounds and to the extent reasonably practicable, the permit holder shall use recyclable or biodegradable products.
- e. Wildlife - Measures to reduce wildlife impact may include using suitable methods such as coloration or sound producing devices to discourage birds from entering areas of concentrated solar energy near solar-thermal mirrors or other devices that concentrate solar radiation.

3. Cogeneration Facilities:

- a. The cogeneration facility would supply thermal energy to an existing or approved industrial or commercial use.
- b. Except as allowed in this section, an electric transmission line or natural gas or petroleum pipeline necessary for the cogeneration facility must be an upgrade to an existing transmission line or pipeline or must otherwise be constructed in an existing right-of-way or utility easement. If the proposed electric transmission line or natural gas or petroleum product pipeline necessary for the proposed cogeneration project is not an upgrade to an existing transmission line or pipeline, the transmission line or pipeline must comply with the standards in subsection 4 or 5 below.

4. Electrical Transmission Facilities:

- a. Use of Existing Routes/Co-Locating - The development uses available developed or approved road and utility rights of way, easements or transmission facilities that can accommodate the proposed facility. New routes are permitted if more adverse energy, environment, economic, and social consequences would result from using an existing route than development of other rights of way or easements.
- b. Adjacent to Existing Routes - To the extent practical, any part of the proposed transmission or distribution line outside an existing route would be adjacent to an existing public road or utility right-of way or easement.
- c. New Routes - If all or part of the proposed transmission line is outside an existing route or not adjacent to an existing route:
 - (1) The proposed new route would serve an existing or proposed electric generation project that is not adjacent to an existing right-of-way or easement, or
 - (2) The proposed new route would result in less adverse energy, environmental, economic and social consequences than would result from using an existing route.
- d. Setbacks to dwellings - Unless sited within a public road right-of-way, new electrical transmission lines shall not be constructed closer than 500 feet to an existing dwelling without prior written approval of the owner. Said written approval shall be made part of the deed records to that property.

5. Natural Gas or Petroleum Product Pipelines:

- a. Use of Existing Routes - To the extent practical, the proposed pipeline would use developed or approved road and utility rights-of way or easements that can safely accommodate the proposed line.
- b. Adjacent to Existing Routes - To the extent practical, any part of the proposed pipeline outside an existing route would be adjacent to an existing public road or utility right-of-way or easement.
- c. New Routes - If all of part of the proposed pipeline is outside an existing route or not adjacent to an existing route:
 - (1) The proposed new route would serve an existing or proposed electric generation project that is not adjacent to an existing right-of-way or easement, or

- (2) The proposed new route would result in less adverse energy, environmental, economic and social consequences than would result from using an existing route.
- d. Stream crossings: If the proposed pipeline would cross a stream or river that is important habitat for a state or federally-listed threatened or endangered species, the permit holder must use a crossing technique or method approved by the Oregon Department of Fish and Wildlife.

CHAPTER 20 - SITE PLAN REVIEW

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Section 20.010 - Purpose

The purpose of the Site Plan Review procedure is to enable the Approving Authority to review development proposals for conformity with the provisions of this ordinance and to allow the imposition of such conditions on the development or projects as are necessary to bring it into conformity with the Comprehensive Plan and surrounding development.

Section 20.020 - Approval, Rejection and Modification

Any such site plan may be approved, rejected and modified, or approved subject to conditions. Any such site plan, after approval, shall be amended through the same procedure as in the initial approval of such site plan; except, that minor alterations or modification to a previously approved site plan may be approved by the Planning Director; provided that, in the judgment of the Planning Director, such modifications or alterations do not represent deviations of a substantial nature.

Section 20.030 - Contents of the Site Plan

The Site Plan shall clearly indicate the following information:

- A. Lot dimensions.
- B. Location, size, height, of all existing or proposed buildings and structures, and illustrating the buildings and parking facilities on abutting properties.
- C. Location, size and dimension of all yards and setbacks and all spaces between buildings.
- D. Walls and fences: Location, height and materials.
- E. Off street parking:

1. Location, dimensions and method of improvement of all driveways and parking areas consistent with Sections [20.050](#) & [20.080](#).
 2. Number of spaces consistent with Section [20.050](#) & [20.080](#) and internal circulation pattern.
 3. Size and location of existing and proposed curb openings.
- F. Access: Pedestrian, vehicular, service; and definitions of all points of ingress and egress.
- G. Signs: Location, size, height, material and method of illumination.
- H. Loading: Location, dimensions, number of spaces, internal circulation and access from public right of way consistent with 20.070 & 20.080.
- I. Lighting: General nature, location and hooding devices (not including interior building lighting).
- J. The location, dimensions and methods of improvement for all property to be dedicated to general public purposes or to public utilities.
- K. A detailed plan for landscaping, if determined necessary by the Planning Director which shall clearly illustrate:
1. Plants and tree species, their initial sizes and other proposed landscaping materials.
 2. The location and dimensions of all areas to be devoted to landscaping, and location of automatic sprinkler systems.
- L. Outdoor storage and activities, if permitted in the zone, showing type, location and height of screening devices.
- M. Drainage and grading plan.
- N. Identification of proposed trash storage locations, including proposed enclosure design construction and access for pick up purposes.
- O. Location of existing utility poles.
- P. Such data as may be required by the Planning Director to act on the application.

Section 20.040 - Approval Standards

Upon completion of the Site Plan Review, the Approving Authority shall approve, approve with conditions, or disapprove the site plan. In approving the plan, the Approving Authority shall find that:

- A. All provisions of this ordinance and other applicable ordinances are complied with.
- B. Elements of the site plan are arranged so that:
 - 1. Traffic congestion is avoided.
 - 2. Pedestrian and vehicular safety and welfare are protected.
 - 3. Significant features and public amenities are preserved and maintained.
 - 4. There will be minimal adverse effect on surrounding property.
- C. Proposed lighting is arranged to direct light away from adjoining properties.
- D. Proposed signs will not interfere with traffic or limit visibility by size, location or illumination.

Section 20.050 - Off Street Parking

At the time of erection of a new structure or at the time of enlargement or change in use of an existing structure, off street parking spaces shall be provided in accordance with this Section. In an existing use, the parking space shall not be eliminated if elimination would result in less space than is required by this Section. Where square feet are specified the area measured shall be the gross floor area necessary to the functioning of the particular use of the property but shall exclude space devoted to off street parking or loading. Where employees are specified, persons counted shall be those working on the premises during the largest shift at peak season, including proprietors.

The following are the uses and minimum standards provided for off street parking:

- A. Residential
 - 1. Single family dwelling: One space per dwelling unit.
 - 2. Residential hotel, rooming or boarding house: Four spaces per five guest accommodations, plus one space per two employees.

3. Two family or multifamily dwellings: Three spaces per two dwelling units.

B. Commercial Residential

1. Motel: One space per guest room plus one space for owner or manager.
2. Club or Lodge: One space per five seats, or one space for each 50 square feet of floor area used for assembly, whichever is greater.

C. Institutional

1. Welfare or correctional institutions: One space per five beds for patients or inmates, plus one space per employee.
2. Convalescent hospital, nursing home, sanitarium, rest home for the aged: One space per five beds for patients or residents, plus one space per employee.
3. Hospital: Three spaces per two beds.

D. Places of Public Assembly

1. Church: One space for four seats or every eight feet of bench length in the main auditorium.
2. Library, reading room, museum, art gallery: One space per 400 square feet of floor area plus one space per two employees.
3. Preschool, nursery, kindergarten: Two spaces per teacher; plus off street loading and unloading facility.
4. Elementary or junior high school: One space per classroom plus one space per administrative employee or one space per four seats or every eight feet of bench length in the main auditorium, whichever is greater.
5. High School: One space per classroom plus one space per administrative employee plus one space for each six students or one space per four seats or eight feet of bench length in the main auditorium, whichever is greater.
6. Other auditorium, meeting room: One space per four seats or every eight feet of bench length.

E. Commercial Amusement

1. Stadium, arena, theater: One space per four seats or every eight feet of bench length or equivalent capacity if no seating is provided.
2. Bowling alley: Five spaces per alley plus one space per two employees.
3. Dance hall, skating rink: One space per 100 square feet of floor area plus one space per two employees.

F. Commercial

1. Retail store except as provided in subsection (2): One space per 200 square feet of floor area plus one space per employee.
2. Service or repair shop, retail store handling exclusively in bulk merchandise such as automobiles and furniture: One space per 600 square feet of floor area plus one space per employee.
3. Bank, office (except medical and dental): One space per 600 square feet of floor area plus one space per employee.
4. Medical and dental clinic: One space per 300 square feet of floor area plus one space for every four seats.
5. Eating and drinking establishment: One space per 200 square feet of floor area, plus one space for every four seats.
6. Mortuaries: One space per four seats or every feet of bench length in chapels.

~~6-7.~~ Agritourism and related events: One space per three guests.

G. Industrial

1. Storage warehouse, manufacturing establishment, rail or trucking freight terminal: One space per employee.
2. Wholesale establishment: One space per employee plus one space per 700 square feet of patron serving area.

Section 20.055 - Bicycle Parking Requirements

At the time of erection of a new structure or at the time of enlargement or change in use of an existing structure, bicycle parking shall be provided in accordance with the following standards:

- A. Number of Bicycle Parking Spaces - A minimum of two bicycle parking spaces per use is required for all uses with greater than ten vehicle parking spaces. The following additional standards apply to specific types of development:
1. Multi-Family Residences - Every residential use of four or more dwelling units provides at least one sheltered bicycle parking space for each dwelling unit. Sheltered bicycle parking spaces may be located within a garage, storage shed, basement, utility room or similar area. In those instances in which the residential complex has no garage or other easily accessible storage unit, the bicycle parking spaces may be sheltered from sun and precipitation under an eave, overhang, an independent structure, or similar cover.
 2. Parking Lots - All public and commercial parking lots and parking structures provide a minimum of one bicycle parking space for every ten motor vehicle parking spaces.
 3. Schools - Elementary and middle schools, both private and public, provide one bicycle parking space for every ten students and employees. High schools provide one bicycle parking space for every five students and employees. All spaces shall be sheltered under an eave, overhang, independent structure, or similar cover.
 4. Colleges and trade schools provide one bicycle parking space for every ten motor vehicle spaces plus one space for every dormitory unit. 50% of the bicycle parking spaces shall be sheltered under an eave, overhang, independent structure, or similar cover.
 5. County Commercial - Within the County commercial and employment zones (Rural Commercial, Rural Industrial, Wamic Commercial, Tygh Valley Commercial, Tygh Valley Light Industrial/Commercial, Tygh Valley Medium Industrial/Commercial), where the proposed use is commercial, bicycle parking for customers shall be provided along the roadway at a rate of at least one space per use. Individual uses shall provide their own parking, or spaces may be clustered to serve up to six bicycles. Bicycle parking spaces shall be located in front of the stores along the roadway, either on the sidewalks or in specially constructed areas such as pedestrian curb extensions. Inverted "U" style racks are recommended. Bicycle parking shall not interfere with pedestrian passage, leaving a clear area of at least 36 inches between bicycles and other existing and potential obstructions. Customer spaces may or may not be sheltered. When provided, sheltered parking (within a building, or under an eave, overhang, or similar structure shall be provided at a rate of one space per ten employees, with a minimum of one space per store.
 6. Multiple Uses - For buildings with multiple uses (such as a commercial or mixed use center), bicycle parking standards shall be calculated by using the total number of

motor vehicle parking spaces required for the entire development. A minimum of one bicycle parking space for every ten motor vehicle parking spaces is required.

- B. Exemptions - This Section does not apply to single family, two-family, and three-family housing (attached, detached or manufactured housing), home occupations, agriculture and livestock uses, or other developments with fewer than ten vehicle parking spaces.
- C. Location and Design - Bicycle parking shall be conveniently located with respect to both the road right-of-way and at least one building entrance (e.g., no farther away than the closest parking space). It should be incorporated whenever possible into building design and coordinated with the design of street furniture when it is provided. Street furniture includes benches, street lights, planters and other pedestrian amenities.
- D. Visibility and Security - Bicycle parking shall be visible to cyclists from roadway sidewalks or building entrances, so that it provides sufficient security from theft and damage;
- E. Options for Storage - Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building;
- F. Lighting - Bicycle parking shall be least as well-lit as vehicle parking for security.
- G. Reserved Areas - Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.
- H. Hazards - Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located to avoid conflict with vision clearance standards (Section 4.090 Vision Clearance).

Section 20.060 - Public Parking Area

Every parcel of land hereafter used as a public parking area or an automobile or trailer sales area shall be developed as follows:

- A. Such areas shall be surfaced with permanent paving; they shall have bumper rails or curbs and be enclosed by a sturdy wall, fence or evergreen hedge not less than 30 inches in height nor more than six feet in height. Such wall, fence or hedge shall not enclose any required front yard or required side yard on the street side of a corner lot. Any such required front or side yard shall be properly maintained. Where such public parking area abuts or lies within an "A" and "R" zone, the required wall, fence or hedge shall not be less than six feet in height on the sides or rear yards abutting or within such "A" or "R" zone.

- B. Where a public parking area or automobile or trailer sales area is illuminated, the lights shall be fixed so as to reflect away from adjoining premises in residential zones.

Section 20.070 - Off Street Loading

- A. Schools: A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of any school having a capacity greater than 25 students.
- B. Merchandise, materials or supplies: Buildings or structures to be built or substantially altered to receive and distribute materials or merchandise by truck shall provide and maintain off street loading berths in sufficient numbers and size to adequately handle the needs of the particular use. If loading space has been provided in connection with an existing use or is added to an existing use, the loading space shall not be eliminated if elimination would result in less space than is required to adequately handle the needs of the particular use. Off street parking areas used to fulfill the requirements of this Ordinance shall not be used for loading and unloading operations except during periods of the day when not required to take care of parking needs.

Section 20.080 - General Provisions - Off Street Parking and Loading

- A. The provisions and maintenance of off street parking and loading spaces are continuing obligations of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use of off street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Ordinance. Should the owner or occupant of a lot or building change the use to which the lot or building is put, thereby increasing off street parking or loading requirements, it shall be unlawful and a violation of this Ordinance to begin or maintain such altered use until the required increase in off street parking or loading is provided.
- B. Requirements for types of buildings and uses not specifically listed herein shall be determined by the Director of Planning based upon the requirements of comparable uses listed herein.
- C. In the event several uses occupy a single structure or parcel of land, the total requirements for off street parking shall be the sum of the requirements of the several uses computed separately.
- D. Owners of two or more uses, structures or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap.

- E. Off street parking spaces shall be located on the same or abutting lot with the building or use they are intended to serve.
- F. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons and employees only, and shall not be used for storage of vehicles or materials or for the parking of trucks used in conducting the business or use.
- G. Plans shall be submitted in sufficient detail so that they may be reviewed and approved by the appropriate reviewing authority.
- H. Design requirements for parking lots:
 - 1. Areas used for standing and maneuvering of vehicles shall have a durable and dustless, but not necessarily paved, surface maintained adequately for all weather use.
 - 2. Except for parking to serve residential uses, parking and loading areas adjacent to or within residential zones or adjacent to residential uses shall be designed to minimize disturbance of residents.
 - 3. Access aisles shall be of sufficient width for all vehicle turning and maneuvering.
 - 4. Groups of more than four parking spaces shall be served by a driveway so that no backing movement or other maneuvering will be required within a street.
 - 5. Lighting of the parking area shall be deflected from a residential zone.
- I. Required parking spaces shall be improved and available for use by the time the use to be served by the parking space is ready for occupancy.

Section 20.090 - Home Occupations

Home occupations, as defined in Section 1.090 shall be subject to Sections 2.040 – 20.080 as well as the following criteria:

- A. Will be operated by a resident of the property on which the business is located;
- B. Will employ no more than five full or part time persons.
- C. Will be operated substantially in the dwelling or other buildings normally associated with uses permitted in the zone in which the property is located.

- D. Will not interfere with existing uses on nearby land or with other uses permitted in the zone in which the property is located;
- E. Will have retail sales only as an activity incidental or secondary to the primary home occupation use;
- F. Will not display, or create outside the structure, any external evidence of the operation of the home occupation other than one non animated, non-illuminated name plate, on premises, and in conformance with the size restrictions of the underlying zone;
- G. The home occupation shall not unreasonably interfere with other uses permitted in the zone in which the property is located.
- H. Construction of a structure that would not otherwise be allowed in the zone is not permitted.
- I. Will be reviewed annually by the Approving Authority. The approval shall continue if the home occupation continues to comply with the requirements of this section.

On High Value Lands in the Exclusive Farm Use Zone (Not Applicable to Section [20.100](#))

- J. Home occupations may only be authorized in existing dwelling and structures accessory to an existing dwelling.
- K. Home occupations may not be authorized in structures accessory to resource use.
- L. A home occupation located on high-value farmland may employ only residents of the home.
- M. The following uses are prohibited from all minor and major home occupations:
 - 1. Marijuana production;
 - 2. Marijuana processing;
 - 3. Marijuana wholesaling; and
 - 4. Marijuana retailing.

Section 20.100 - Home Occupation to Host Commercial Events/[Agritourism Events](#) (Exclusive Farm Use Zone only)

The section is not intended to apply to events hosted at such public gathering places as churches, community centers, grange halls, or schools, or similar structures; or to events hosted by non-profit organizations for charitable purposes. Nor is this Ordinance intended to apply to events covered by the State's Mass Gathering Statute (ORS [433.735](#) - [433.770](#)). A commercial

activity carried on in conjunction with a marijuana crop is prohibited. (See Section 34, Chapter 614, Oregon Laws 2015.)

In addition to meeting Sections [20.010](#) – [20.090](#) above, home occupations to host commercial events must meet the following criteria:

- A. Frequency of Events: This shall be determined through the review process to minimize the potential impact to the local agricultural region.
- B. Maximum Number of Guests: Shall be based on the capacity of the site, but shall not include more than 300 guests at any one event.
- C. Duration of Event: This shall be determined based on the potential impact to adjacent properties but no event shall take place outside the hours of 7:00 am – 10:00 pm.
- D. Noise: It is unlawful for any person to make, continue, or cause to be made or continued, any noise, which unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of a reasonable person of normal sensitivities present in the area. Factors to consider in evaluating whether a noise is loud, disturbing, or excessive for the purposes of this section, shall include, but not be limited to the following:
 - The volume of the noise;
 - The intensity of the noise;
 - The duration of the noise;
 - Whether the noise is recurrent, intermittent, or constant;
 - The time of day or night the noise occurs;
 - Whether the nature of the noise is usual or unusual;
 - Whether the origin of the noise is natural or unnatural;
 - The nature and zoning of the area within which the noise emanates and where it is received;
 - Whether the noise is produced by a commercial or noncommercial activity.

Noise shall be considered excessive and in violation of this Section if it meets one of the following criteria:

1. The noise is plainly audible from within any closed dwelling unit that is not the source of the sound; or
2. The sound peak pressure level of the noise, as measured on the A scale, shall not exceed 60 dB (A) during the hours of 7:00 a.m. until 10:00 p.m. as measured at any of the complainant's property lines within a residential district or near a residential area.

- E. Parking: At least 200 square feet of parking space shall be required for each vehicle. Parking areas may be developed using paving blocks, gravel, or other pervious surfaces; asphalt, concrete and other imperious materials shall be prohibited.
- F. Fire & Emergency Vehicle Access: Shall comply with Fire & Life Safety Requirements for Fire Department Access and Water Supplies.
- G. Catering: Operator shall ensure that only caterers licensed in the States of Oregon or Washington are contracted to provide food; caterers shall be bonded.
- H. Alcohol and Marijuana: Operator shall comply with all requirements of the Oregon Liquor Control Commission (OLCC), if alcohol or marijuana is served during an event. A commercial activity carried on in conjunction with marijuana crop is prohibited. (See Section 34, Chapter 614, Oregon Laws 2015.)
- I. Toilet facilities shall be portable with available hand-sanitizing or hand-washing facilities. Use of the dwelling's on-site septic facilities is not allowed for an event, except by residents or over-night guests of the facility.
- J. Sign: One temporary sign may be allowed in addition any other sign allowed as part of a prior approval. The sign shall not exceed eight square feet in size and shall be placed on private property on the day of the event and shall be removed within 24 hours after the event.
- K. Contents of the Site Plan: In addition to the requirements of Section [20.030](#) above, the applicant shall submit a written narrative and site plan addressing the following issue:
 - 1. Designated area and existing structures to be used for the events
 - 2. Number of events anticipated per season
 - 3. Frequency of events
 - 4. Maximum number of guests intend to serve
 - 5. Noise
 - 6. Infrastructure – How will you provide electricity and utilities to the event?
 - 7. Parking & Circulation – Need to provide one (10' x 20') parking space per vehicle; estimate 3 people per car.
 - 8. Traffic and Access
 - 9. Environmental Health Aspects
 - a. How will food be provided? Where will it be served?
 - b. What is your domestic water source?
 - c. Indicate how many portable toilets will be provided, as well as how hand-sanitizing or hand-washing facilities will be provided.

10. Safety & Insurance

11. Are alcoholic beverages being served? If so, are OLCC requirements being met?

- L. Expiration of Approval: Land use approvals for home occupations to host commercial events shall not be valid for more than four years from the original date of approval. Landowners must reapply for the use after a land use approval expires.



2040

COMPREHENSIVE PLAN

Pioneering pathways to prosperity.

Adopted by Ordinance Numbers: 18-002, 18-003, 18-004, 19-001, 19-004, 19-007, 20-001, 20-004

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Credits

The contribution of the following individuals as Planning Commissioners and members of the Citizen Advisory Committee was critical to the Comprehensive Plan review and revision process.

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Russell Hargrave – 2017, 2018, 2019, 2020

Bradley DeHart – 2017, 2018, 2019, 2020

Lynne MacIntyre – 2017, 2018, 2019, 2020

Andrew Myers – 2017

Mike Davis – 2017, 2018, 2019, 2020

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2040 COMPREHENSIVE PLAN

Introduction



Introduction

Wasco County 2040 is the official policy guide for decisions about growth, development, services, and resource management in Wasco County – outside of incorporated cities – in conjunction with the Oregon state land use planning program. The policies of the Comprehensive Plan serve as the basis for developing the implementing regulations of the Wasco County Land Use and Development Ordinance. The policies of the Comprehensive Plan are not in themselves implementing regulations and are not applied to individual applications except as provided by the Land Use and Development Ordinance.

The Comprehensive Plan is based on the physical, economic and social characteristics of the county; the desires and needs of county citizens, state laws, and programs and policies of other local, state, and federal governmental agencies. Overall, Wasco County 2040 is intended to provide a framework for consistent and coordinated public and private land use decisions.

This introduction chapter covers the history of planning in Wasco County, the Statewide Land Use Planning Goals that apply to Wasco County, the legal framework for Comprehensive Plans, components of the plan, an overview of the process to develop and adopt Wasco County 2040, how to use the plan, future updates and map revisions, the values and vision of Wasco County and definitions.



History of Planning in Wasco County

Wasco County was organized by the territorial legislature in 1850 and began as 250,000 square miles – the largest county ever established in the United States. It included all the land between the Cascade and Rocky Mountains, south of the Columbia River and north of the California and Nevada borders. Wasco County was reduced in 1859 to the land in Oregon east of the Cascades. It was eventually broken in to the eighteen Oregon counties which exist today.

The first subdivision ordinance and Planning Commission in Wasco County was adopted in 1953. This ordinance had property development standards and road/driveway standards as part of its scope. In 1956, a Zoning Ordinance was adopted with a broader scope that included the regulation of uses in conjunction with a zoning map.

By the late 1960s, Wasco County had formed area advisory committees to oversee planning work. A formal citizen involvement program was adopted by the County Court in 1973. At this time, planning was broken up into sixteen planning units with seven advisory groups. This preceded the Statewide Planning Goals being adopted in 1974 by the Land Conservation and Development Commission (LCDC) which was formed in 1973.

The Oregon Supreme Court, in 1975, determined that local comprehensive plans are the controlling land use documents which all other zoning and land use regulations must be consistent. This set the requirement for Comprehensive Plans from jurisdictions.

In 1977, changes to staff prompted the consolidation into five units with new advisory committees. The units represented different geographic areas of Wasco County. Plans for these units were adopted by the County Court in 1980 and sent to LCDC to be acknowledged as Comprehensive Plans.

At that time, LCDC recommended all plans be combined into one Wasco County Plan. The plans were then consolidated into the Wasco County Comprehensive Plan, which was subsequently adopted in 1983.

Amendments to the rules impacting farm and forest lands (Goals 3 & 4) in the 1990s saw revisions being made to the Wasco County Comprehensive Plan. There were also additional changes, for things like Goal 5 required updates, but the plan was never completely overhauled. This resulted in public, leadership, and county staff interest in revising the Comprehensive Plan. Specifically, there was concern that the nexus between the Comprehensive Plan and the Land Use and Development Ordinance was no longer clear. Regulations in the LUDO were perceived as being an obstacle to growth and development and no longer consistent with the Statewide Land Use Planning Goals. There was broad support to undertake a large scale overhaul of the Comprehensive Plan to ensure it is consistent with the goals of Wasco County and the State for the next twenty years.

In 2017, after several years of planning, Wasco County Planning Staff, with the support of the Planning Commission and Board of County Commissioners, formally requested permission from LCDC to pursue Voluntary Periodic Review to update the Comprehensive Plan. The request was approved contingent on a plan evaluation and proposed work plan.



The Citizen Advisory Group and Planning staff embarked on a series of visioning work sessions throughout the County to get feedback on the Comprehensive Plan update and identify the critical issues for residents and property owners. Over 1,200 people participated in that process, attending meetings or giving feedback through various channels. Staff and the Citizen Advisory Group utilized the information collected to develop a work plan, in conjunction with the statutory requirements for Periodic Review.

Wasco County 2040's work plan was officially approved by the Department of Land Conservation and Development in February of 2018. Following approval, the Wasco County Planning Department and CAG first worked to address Goals 1 and 2 to set a precedent for the process moving forward and to expand on the feedback received from the public and stakeholders during the visioning phase.

Every year, staff and CAG members held a series of "roadshow" community events to solicit comments and feedback or generate ideas about proposed work task revisions on the work plan. Following each roadshow series, a CAG work session would follow. Once amendments for the respective Chapters had been developed, staff would then present it to the Planning Commission, followed by two Board of County Commissioner hearings.

Community engagement was achieved through a variety of outreach and gathering methods including traditional media (radio and newspaper), social media, and a robust project website that included posts about relevant topics or issues, hosted polls and surveys, advertised events, and had a way for community members to submit feedback directly. Staff also made themselves available for community presentations, and citizen initiated meetings. In addition to increased turnout at the public meetings as momentum and awareness built, these methods were instrumental in helping staff and the CAG surpass participation goals.

Wasco County Zoning History

A foundational aspect of the land use planning program in Wasco County is zoning. Zoning implements the comprehensive plan by guiding development patterns and land use activities, mitigating land use conflict, and protecting significant resources.

Updates to the County's zoning have been made over the last several decades and have impacted land uses and activities. In preparing for Wasco County 2040, staff sought to understand past updates and their impacts; significant amount of research was done. Where particularly of interest to the public, history has been included in chapter sidebars, as well as shared with the public through the project website and handouts made available during the creation of this document.

The following is a brief history of Wasco County zoning. Because this information had to be recreated from several historic databases and archives, it is possible that summary is incomplete.



1950s

08.11.1953 The first zoning maps around “The Dalles Region” were adopted.

The stated purpose was “to regulate and restrict the location and use of buildings, structures and land for residence, trade, industry and other purposes...to promote the public health and general welfare; to secure safety from fire, panic or disaster; to lessen congestion on the streets and highways; to prevent overcrowding of land; to prevent excessive population density; to facilitate adequate provisions” for public facilities and services, “to conserve natural resources;...protect and improve property values; to encourage the most appropriate use of land.” These primarily consisted of agricultural zones for a portion of the County surrounding the City of The Dalles.

1970s

02.03.1970 The first Countywide zoning maps were adopted, adding zoning for residential, commercial and industrial uses. In addition to agricultural, residential, commercial and industrial zones, the new ordinance saw the creation of the F-1 and F-2 zones for forest uses. The agricultural recreational zone also was part of the new 1970 zoning.

08.23.1974 Environmental Protection Districts are added to the zoning map and ordinance, including hazard mitigation zones like flood and geological, as well as resource protection zones like wildlife, historic and open space. These zones were designed to “combine with present zoning requirements” to add additional considerations or restrictions on uses and activities.

10.03.1974 The first Urban Growth Boundary around The Dalles was adopted.

11.22.1978 A Joint Management Agreement (JMA) established between Wasco County and the City of Mosier.

12.28.1978 JMA established between Wasco County and the City of Maupin

11.27.1979 JMA established between Wasco County and City of Dufur.

1980s

The 1980s were a transformational decade for the Wasco County Planning Department. In addition to the incorporation and ongoing legal battle over Rajneeshpuram, and subsequent fire bombing of the Department offices, Wasco County adopted its first Comprehensive Plan, began to work through the National Scenic Area Act and its implication for County lands, and solidified Joint Management Agreements with remaining urban areas.

12.02.1981 JMA established between Wasco County and the City of Antelope

03.12.1980 New Countywide Maps were adopted (many of the zones are similar or the same as the 1970s map).

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- 04.27.1983** New Urban Growth Boundary (UGB) maps for The Dalles were adopted.
JMA established between Wasco County and the City of The Dalles.
- 08.25.1983** After LCDC required revisions, including the merging of Area Comprehensive Plans, the Wasco County Comprehensive Plan was acknowledged by LCDC.
- 04.04.1984** During the Comprehensive Plan committed lands exception process, two areas were separated from the Comprehensive Plan approval for further work. These included “Rancho Rajneesh” work and the committed lands rezoning of portions of the Seven Mile Hill area from resource to FF-10.
- 05.14.1986** Rowena Rural Service Center zoning adopted.
- 11.17.1986** Columbia River Gorge National Scenic Area Act signed by President Ronald Reagan, creating the Columbia River Gorge National Scenic Area (NSA) spanning portions of six counties in two states, including the northernmost portion of Wasco County. Wasco County contains two designated Urban Areas, exempt from NSA regulations: The Dalles and Mosier.
- 06.30.1987** the Final Interim Guidelines are established by the Columbia River Gorge Commission and USDA Forest Service National Scenic Area Office. They are implemented directly by the Gorge Commission and the Forest Service while the County continued to implement county zoning.

1990s

- 1991** Management Plan for the Columbia River Gorge National Scenic Area established by the Columbia River Gorge Commission and USDA Forest Service National Scenic Area Office, replacing the Final Interim Guidelines. Until the County’s local ordinance was adopted in 1994, the Columbia River Gorge Commission implemented NSA regulations in Wasco County while the County continued to implement county zoning.
- 05.04.1994** Wasco County National Scenic Area Land Use and Development Ordinance (NSA LUDO) adopted with new Zoning for NSA lands in Wasco County. Wasco County, after adoption, began administering the federal program in Wasco County.
- 12.16.1997** “A-1” (Agriculture) zone adopted a 160 acre minimum per the recommendation of the Agriculture Resource Group. wildlife. The following EPDs were
- 09.18.1997** Adoption of AR (Agriculture-Recreation) zone for Big Muddy Overlay Zone. The former site of Rajneeshpuram, Washington Family Ranch would donate the large ranch to Young Life to establish a youth camp.
- Changes to state law necessitated extensive work by a special advisory group, the Agricultural Resource Group. Due to minimum parcel size changes and other amendments to agricultural lands, Wasco County modified its agricultural zone to be 160 acre minimum.



INTRODUCTION

03.18.1998 Wasco County pursued a “Go Below” for orchard lands south of The Dalles to establish 40 acre minimum parcel sizes in keeping with traditional land use patterns.

Wasco County adopted the Transitional Lands Study Area. The TLSA project was initiated in 1993 in response to public, staff and leadership concern about development in northern Wasco County, specifically in the Seven Mile Hill Area. Concerns about groundwater availability, fire hazard, and wild life conflict resulted in two phases of work. The final product was to select, from alternatives, a recommendation to rezone portions for limited residential development while preserving other lands for resource uses.

2000s

11.16.2000 Tygh Valley Rural Community zones adopted.

02.01.2000 Wamic Rural Community zones adopted.

01.05.2005 More Environmental Protection Zones added. Wasco County completed a limited Periodic Review to address several Goal 5 issues including sensitive wildlife. The following EPDs were added at this time: 6 (Reservoir Overlay Zone), 12 (Sensitive Birds) and 13 (Western Pond Turtles).

07.01.2009 Exclusive Farm Use Zone Revisions. Wasco County and the Agricultural Resource Group completed their task to revise the A-1 Zones to be consistent with state law.

2010s

09.29.2016 Wasco County requests to enter Voluntary Periodic Review from the Land Conservation and Development Commission (LCDC).

02.20.2018 DLCD approved Wasco County for Periodic Review. The work plan included revisions to the Sensitive Wildlife Environmental Protection Districts.



Legal Framework

Senate Bill 100 (ORS 197), which was adopted in 1973 and later amended in 2003, substantially altered the legal framework for planning in Oregon. This state law requires that cities and counties adopt comprehensive plans and zoning ordinances that meet statewide goals and guidelines. ORS 197 is implemented through the Land Conservation and Development Commission (LCDC).

Specifically, **ORS 197.175** requires that: "...each city and county in this state shall:

- a) Prepare, adopt, amend and revise comprehensive plans in compliance with goals approved by the commission;
- b) Enact land use regulations to implement their comprehensive plans;
- c) If its comprehensive plan and land use regulations have not been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the goals;
- d) If its comprehensive plan and land use regulations have been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the acknowledged plan and land use regulations; and
- e) Make land use decisions and limited land use decisions subject to an unacknowledged amendment to a comprehensive plan or land use regulation in compliance with those land use goals applicable to the amendment."

State law also requires, under **ORS 195.025**, that "...each county, through its governing body, shall be responsible for coordinating all planning activities affecting land uses within the county, including planning activities of the county, cities, special districts and state agencies, to assure an integrated comprehensive plan for the entire area of the county." **ORS 215.050** addresses County government directly, requiring a County to adopt and revise both comprehensive plans and zoning ordinances. Zoning ordinances are identified as the implementing document for the Comprehensive Plan.

These rules are supported by **ORS 197.250** which requires Comprehensive Plans be in compliance with the Statewide Land Use Planning Goals. **ORS 197.320** gives the Land Conservation and Development Commission authority to take action against Wasco County for non-compliance.

Rules guiding Periodic Review and several of the Statewide Land Use Planning Goals are located in the Oregon Administrative Rules (OAR), Chapter 660. The Division for Periodic Review is 25. This division outlines the Periodic Review process including Voluntary Periodic Review (660-025-0035) and gives LCDC the exclusive jurisdiction to review completed periodic review work tasks for compliance with statewide planning goals all applicable statutes and administrative rules.

The Oregon Revised Statutes (**ORS**) **197.628-650** also cover rules related to Periodic Review. **ORS 197.628** defines periodic review as the process by which the State of Oregon can ensure Comprehensive Plans are up to date related to Statewide Land Use Planning Goals and any changes to local conditions.



Additional relevant OARs for this process include Division 6 (Goal 4 Forest Lands), Division 8 (Interpretation of Goal 10 Housing), Division 9 (Economic Development), Division 11 (Public Facilities Planning), Division 12 (Transportation Planning), Division 15, (Statewide Planning Goals and Guidelines), Division 22 (Unincorporated Communities), Division 23 (Procedures and Requirements for Complying with Goal 5), and Division 33 (Agricultural Land). Many of these divisions outline elements of the Statewide Land Use Planning Goals and the requirements for inventory, analysis, and rule.

The next section outlines the Statewide Land Use Planning Goals and their main policy objectives.

Statewide Planning Goals

The Land Conservation and Development Commission (LCDC) adopted the Statewide Planning Goals to provide a legal framework for local land use planning.



Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.



Goal 2: Land Use Planning

To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.



Goal 3: Agricultural Lands

To preserve and maintain agricultural lands.



Goal 4: Forest Lands

To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.



Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

To protect natural resources and conserve scenic and historic areas and open spaces.



Goal 6: Air, Water and Land Resources Quality

To maintain and improve the quality of the air, water and land resources of the state.



Goal 7: Areas Subject to Natural Hazards

To protect people and property from natural hazards.



Goal 8: Recreational Needs

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.



Goal 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.



Goal 10: Housing

To provide for the housing needs of citizens of the state.



Goal 11: Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.



Goal 12: Transportation

To provide and encourage a safe, convenient and economic transportation system.



Goal 13: Energy Conservation

To conserve energy.



Goal 14: Urbanization

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Note: Statewide Planning Goals 15-19 pertain only to Willamette valley and coastal areas.

Components of the Comprehensive Plan

Oregon's Statewide Planning Goals

The Oregon Statewide Land Use Planning Goals were adopted in 1973 and are the foundation for the statewide planning program. Oregon's statewide goals are achieved through local comprehensive planning.

State law requires each city and county to adopt a comprehensive plan and the zoning and land-division ordinances needed to put the plan into effect. Local comprehensive plans must be consistent with the statewide planning goals and are reviewed by Oregon's Land Conservation and Development Commission (LCDC) to assure consistency. When LCDC officially approves a local government's plan, the plan is said to be "acknowledged".

Wasco County's Goals

Fourteen of Oregon's 19 Statewide Planning Goals relate to Wasco County. The remaining five goals are specific to communities on the coast or in the Willamette Valley. Wasco County 2040 is formatted to very clearly see the connections between Wasco County goals and the Statewide Planning Goals. Chapters 1 through 14 are directly mapped to the land use planning goals. For example, Chapter 1 covers Goal 1, Chapter 2 covers Goal 2, etc.

Overview

Each chapter begins with a brief summary of intent and purpose. Many of the chapters also include a side bar with additional information of interest, such as historical facts or current data that are critical to contextualizing the content of the chapter.

Statewide Planning Goal Excerpt

Chapters 1 through 14 include an excerpt of the relevant Statewide Land Use Planning Goal to provide context.

Policies

The policies of the County's Comprehensive Plan provide a framework of principles and guidelines for consistent decision making intended to lead the County in a strategic direction toward accomplishing its stated goals. Many of the new policies were developed in direct response to citizen input and address some of the challenges and opportunities facing Wasco County over the next 20 years.

The policies of the Comprehensive Plan are adopted by ordinance and have the force of law.

Implementation Measures

Putting policies into action requires agreed upon implementation measures. These strategies follow each policy statement. This format is similar to the 1983 Comprehensive Plan, and intends to provide clear direction to staff and the public on how each goal and policy will be achieved.

Many of these implementation measures will have a direct impact on the Land Use and Development Ordinance. This may include the revision, addition, or removal of rules and regulations. Like the policies, implementation measures were developed with extensive public and stakeholder feedback and research into state law requirements.

There are some instances where implementation measures are advisory, for example, the directive to increase outreach and information on certain land use planning topics. Similarly, there are implementation measures that provide procedural information to the Wasco County Planning Department.

Implementation is included in all OAR 660-015-0000 Goal guidelines and includes references to relevant ORS. Where relevant, staff has included these links or references to ensure continuity and consistency with local, state, and federal law.

Findings & References

As the goals and policies of the Comprehensive Plan were developed, a great deal of research took place that establishes the basis for the Plan. Official reports were reviewed, agencies and organizations were consulted, and an extensive public outreach and involvement campaign was launched. Where relevant, these facts and streams of input are referenced, in end note format, at the end of the policy section of the chapter. These serve as findings in support of policy and implementation measures.

Any references used in the development of the policy or implementation measure are captured at the end of each Chapter in a references section. The references are cited in APA format, standard for the Department at the time of publication.

Appendices

Each Chapter that requires inventories or additional information, including reference documents, has an appendix or series of appendices. To ensure clarity and usability of the document, these appendices are included directly following the corresponding chapter.

Maps

The Comprehensive Plan and Zoning Map illustrates the designations for lands including zoning, environmental protection districts, and boundaries. The map is adopted by reference.

The Wasco County GIS Department manages the databases for the Comprehensive Plan and Zoning Map. These databases contain a variety of layers including zoning designations and data provided by State and Federal agencies for environmental protection district overlay purposes.

Many of the Environmental Protection Districts (EPD) correspond to Goal 5 inventories that are included in Chapter 5 appendices. These include both point and area locations depending on the type of protected resource. These inventories are required by OAR 660-023. Modifications to these inventories and corresponding maps require legislative action including a Comprehensive Plan Amendment.

Similarly, any modifications to zoning, including individual or multiple property rezones require a Comprehensive Plan and Zoning Map amendment.

Two Goal 5 Environmental Protection District maps, EPD 12 (Sensitive Birds) and EPD 13 (Western Pond Turtles) are confidential and cannot be shared with the public. Property owners may be able to view the mapped resource for EPD 12 or EPD 13 on their property in the Wasco County Planning Department office at the time of development application.

Plan Development Process

The adoption of this County Comprehensive Plan is the culmination of an intensive public process that occurred over a period of more than four years.

Wasco County 2040 Topic Timeline

2017	2018	2019	2020
Big Picture Visioning Process	Citizen Involvement	Agricultural Zone Flexibility	Natural Hazard Plans
	Land Use Planning Overview	Minimum Parcel Sizes	Waterways and Rivers
	Water Conservation	Housing Options	Big Game Habitat Maps
	Agri-Tourism	Transportation	Aggregate Resources
	Economic Development	Rural Service Area Development	Urbanization
	Development Incentives	City/County Agreements	Recreation Forest Zones

The intent was to thoroughly consider issues, opportunities and community values of Wasco County residents and business and develop a long range plan that could best address Statewide Planning Goals for Wasco County.

Public Kickoff Meeting

A public meeting was held to launch the Plan update process on April 11, 2017. This meeting of the Wasco County Planning Commission and Planning Staff was to introduce Comprehensive Plan concepts to the public and solicit feedback to ascertain whether the public felt a major Comprehensive Plan revision was necessary, as required by OAR 660-025-0070.

Request to LCDC for Periodic Review

Following the visioning phase, and determining that the Comprehensive Plan was in need of update, staff was required to present their request for voluntary periodic review to the Land Conservation and Development Commission.

The request was approved. The work plan was subsequently developed by Wasco County, with input from agency partners and the Periodic Review Assistance Team, and approved by DLCD.



Citizen Advisory Group (CAG)

The Citizen Advisory Group was made of the seven Planning Commission volunteers plus the two Planning Commission alternates. As a nine member body, they serve in an advisory capacity to Planning Staff. With their own Charter and rules of engagement, the CAG did much of their work in work sessions scheduled one month before legislative/evidentiary hearings to provide additional opportunities for public involvement.

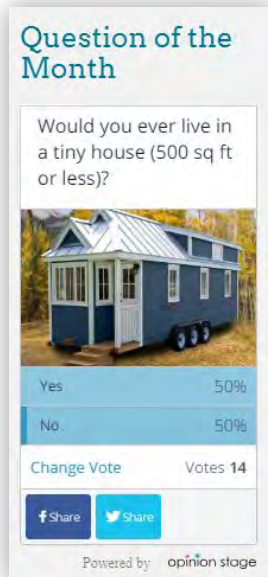
Roadshow Event Series

Between May and September, Wasco County Planning Staff and members of the CAG travelled around the County to seven different locations to continue getting feedback about general land use challenges and opportunities facing Wasco County over the next twenty years. This information was used, in conjunction with stakeholder feedback, to develop the Periodic Review work plan.



The roadshow event series continued annually, during different months and locations between 2018-2020, to continue engaging the citizens of Wasco County in discussions about the work tasks. Strategically, these meetings were held during the week to maximize attendance. In total, there were over 575 attendees at all the roadshow events of the course of four years. The format of the roadshow events series meetings varied depending on the topics.

Other Outreach and Engagement Methods



To reach the broadest amount of people and encourage wide levels of participation, the Wasco County Planning Department invested significant time and resources in developing a variety of outreach and engagement methods. This included a dedicated project website, surveys, polls, social media posts, and engaging press. With the combination of methods and public meetings, there were over 5,400 public interactions over the four years.

The public was encouraged to frequently engage with staff using online comment submissions, sending letters, sending emails or attending meetings. Staff also made themselves available for ad hoc meetings or to present to interested groups. Many of the meetings were advertised broadly using print media, radio, social media, posters, and through postcards or mailers.

In addition, a yearly Measure 56 (ORS 215.503) was sent to all property owners within Wasco County outside incorporated areas.

Following every major annual cycle of outreach, an outreach report was produced to share results with the public¹

¹ These are entitled: Wasco County 2040 Visioning Report (2017), Wasco County 2040 2018 Outreach Report, Wasco County 2040 2019 Outreach Report, and Wasco County 2040 2020 Outreach Report.

Key Stakeholders

Early on in the process, a list was compiled of key agency and organizational partners or individuals that work frequently with the Wasco County Planning Department and have input or are impacted by land use planning.

In 2017, the key stakeholders were approached with the opportunity to provide feedback in one of two ways: informational interviews or a stakeholder questionnaire. The focus of questions was to identify any particular challenges or opportunities for the land use planning program that could be addressed during Periodic Review.

Research and Information Gathering

A significant amount of research and analysis went in to all phases of the Comprehensive Plan. This included reading peer-reviewed articles, government reports, plans, best practices, and demographic data. Staff developed many data points into infographics or blog posts early on to educate the public about the current state of many Statewide Planning Goals in Wasco County, including agriculture, forestry, recreation, tourism, and population.

Staff also utilized information tracked from current planning inquiries to develop popular inquiry topics or development projects to identify relevant areas for inquiry. Where relevant, the research has been cited in reference sections, finding endnotes, or included in the appendices.

Public Hearings and Adoption of the Plan

Periodic review is adopted on a rolling basis, with each work task submitted as a separate plan amendment to the Department of Land Conservation and Development. The first work tasks were adopted in 2018, with a series of work tasks adopted every year through 2020.

Depending on the scale of the work tasks, most were accompanied by the road show series, a CAG work session, Planning Commission hearing and two Board of County Commission hearings. Adoption of the complete document, after final revisions and adjustments, happened in the end of 2020.

Using the Plan

Comprehensive Plans are the long-range land use planning document for a jurisdiction that sets policy and implementation measures to achieve community goals. As required by state law, Wasco County 2040 has been formatted and developed to make clear the policies and implementation strategies to address the relevant 14 Statewide Land Use Planning Goals.

State law (OAR 660-015-0000(2)) requires that all Comprehensive Plans have the following:

1. An inventory of existing conditions
2. General goals and objectives
3. Policies
4. Implementing ordinances and regulations

It is a document that serves multiple purposes:

5. As a basis for the development of public programs and regulations, e.g., policies on infrastructure; zoning regulations; land division regulations; etc.
6. To guide decisions on development as reviewed through implementing regulations, such as the Land Use and Development Ordinance.
7. As a basis for the measurement and evaluation of changes in the physical, social or economic makeup of the county.
8. To promote intergovernmental coordination.
9. To strengthen communications with the public.
10. As a basis for private decision-making regarding the nature and timing of land development and conservation activities.

Wasco County 2040 can be used in the following ways:

To ensure land use decisions are consistent with community vision and values.

Many land use reviews will require findings that demonstrate a proposed development or land division is consistent with the Comprehensive Plan. This requires an analysis that shows the Land Use and Development Ordinance rules and regulations have a clear nexus to the goals, policies, and implementation measures within the Comprehensive Plan.

The findings must demonstrate a proposed development is consistent with these elements, which represent the community vision and values for Wasco County.



To ensure land use decisions are consistent with state law

The Comprehensive Plan is intended to clearly show how Wasco County intends to achieve the Statewide Planning Goals and Guidelines. It also provides the framework for Goal work that takes place outside a development review, like with a zone change or modification to an inventory.

As the source for research, analysis and inventory for land use planning and resources in Wasco County

Wasco County 2040 consists of factually based inventories, policies, and data about Wasco County and land use and can be used as a resource during analysis, research, or evaluation. The Comprehensive Plan serves as the main foundation for resource protection, so that any changes to inventoried resources must result in an amendment to the Comprehensive Plan and potentially, the Comprehensive Plan and Zoning Map.

In addition to inventories, the Comprehensive Plan also serves as the repository for information like exception lands, revisions process, and the past, current, and projected status of different elements like demographics in Wasco County.

As a guide for rulemaking

The main vehicle for land use regulation in Wasco County, outside of the National Scenic Area, is the Wasco County Land Use and Development Ordinance (LUDO). State law requires the development code be consistent with the Comprehensive Plan which, in turn, must be consistent with state law.

When new regulations are proposed for the LUDO, staff should use the Comprehensive Plan as a primary guide to inform rules. This will ensure new regulations are consistent both with state law and the community vision and values for Wasco County.

How to Use:

Policies

1.1.1 Encourage involvement of citizens and property owners in the land use planning process.

Implementation for Policy 1.1.1:

- a. Direct notification of land use planning processes shall be provided to property owners, neighborhood groups, community organizations, and interest groups consistent with ORS 197.763, 215.060, 215.223, and 215.503. Furthermore, it is desirable to provide direct notification beyond these minimum standards when it would create greater citizen involvement. Wasco County will strive to do this whenever possibleⁱⁱⁱ.
- b. Provide for continuity of citizen participation in all phases of the planning processⁱⁱⁱ.
- c. Foster citizen involvement using a range of available media including mailings, emails, the website and social media, meetings, newspapers and radio.
- d. Present information used to reach decisions in a simple and straightforward manner to help citizens comprehend the issues. When relevant, use the best available data to support information.

Policy statement: A policy is a clear statement guiding a specific course of action or actions to achieve a desired goal. Policies are regulatory.

Implementation measures: Strategy statements guiding a specific course of actions to achieve the policy. These are regulatory and may be codified in the Land Use and Development Ordinance or as part of a Department policy or procedure.

ⁱ Wasco County promotes public participation in land use actions through direct notification, newspaper notices, and promotion of material on our website, in the office, and during our interactions with the public by phone, email or at the counter.

ⁱⁱ Wasco County engages key stakeholders through direct notification to impacted agencies and organizations for land use actions and plan development or amendment.

Findings: Findings are clarifying statements or references based on facts that support conclusions. In Wasco County 2040, findings are formatted as endnotes to make clear which policies or implementation measures they are supporting.

Appendix 1-B

CITIZEN INVOLVEMENT PROGRAM
WASCO COUNTY, OREGON

APR 21 2 16 PM '81

SUE A. PROFFITT
COUNTY CLERK

HISTORY

Active citizen participation is essential to an effective planning program. Without citizen involvement and knowledge of the planning process, plans are merely words and symbols on paper. Citizens are the key to land use planning in the county.

The history of citizen involvement may be traced to the inception of the Wasco County Planning Commission in the early 1950's. The formation of area advisory committees in 1968 and 1969 represented a major extension of the

Appendix: The appendix of each chapter includes vital resources like supporting facts, tables, inventories and other data that can be used in support of the Goals.

The most critical components of Wasco County 2040 for use in staff reports, plans, or research are the policies, implementation measures, findings and appendices. These four elements represent the foundation of the Wasco County Planning program.

As outlined above, they can be used for a variety of tasks or purposes. The policies and implementation measures have been numbered so that they can be cited in staff reports, plans or other documents.

To demonstrate a finding and conclusion are consistent with the Comprehensive Plan, as required by conditional use criteria in the Wasco County Land Use and Development Ordinance (LUDO), specific policies and implementation measures or findings of fact in the endnotes or appendices can be cited.

Similarly, the policies, implementation measures, findings and appendices can also be used to guide future rulemaking. When redrafting plans, including the LUDO, staff will want to ensure consistency and can demonstrate this by citing facts evidenced in Wasco County 2040.

Future Updates, Revising the Map and Inventories

It is the intent of the Wasco County Planning Department that Wasco County 2040 is updated in 20 years, or before 2040. However, there are instances when components of the plan may need to be updated sooner. This includes revising the databases, inventories, and re-evaluating the policies and implementation strategies.

State law changes could trigger the need for update, as well as significant economic, demographic, housing or agricultural practice changes. There may also be minor or major changes to several of the inventories, including Goal 5 resources.

The procedures for revisions to the Comprehensive Plan, including small amendments, are in Chapter 15. Many of the policies and implementation measures also include triggers or tasks for the next update. These should be maintained by the Wasco County Planning Department as a list of long range planning tasks.

Revisions to the inventories or the Zoning Map will require detailed analysis and a robust public processes. It's important to note that no changes can be made to the Comprehensive Plan and Zoning Map or inventories without a Comprehensive Plan Amendment.

Purpose Definitions of Map Classifications on the Comprehensive Plan Map

Forest – (Purpose): To provide for all commercial and multiple use forest activities compatible with sustained forest yield.

Municipal Watershed – (Purpose): To protect the domestic water supplies of The Dalles and Dufur.

Exclusive Farm Use (Orchard, Wheat, and Range, General Agriculture) – (Purpose): To sustain orchard lands as a viable portion of the local economy. To maintain wheat and other small grain farms as an element of the local economy. To preserve existing general agricultural uses, such as irrigated farm land and Christmas tree farming, as well as soils classes I-VI for present and future agricultural uses.

Forest-Farm – (Purpose): To provide for the continuation of forest and farm uses on soils which are predominantly class 7 and forest site classes 6 and 7; to preserve open space for forest uses (other than strictly commercial timber production) and for scenic value.

Rural Residential – (Purpose): To provide for residential, commercial, agricultural and other uses of a rural type and level which will not conflict with commercial agricultural operations on resource lands.

Industrial – (Purpose): To provide for industrial uses outside Rural Service Centers which will not conflict with resource activities on resource lands and an exception to the Statewide Land Use Planning Goals is taken.

Commercial – (Purpose): To provide for commercial uses outside Rural Service Centers which will not conflict with resource activities on resource lands and an exception to the Statewide Land Use Planning Goals is taken.



Rural Service Centers – (Purpose): To allow controlled development and growth to continue in existing rural unincorporated communities.

Future Growth Area – (Purpose): To recognize areas designated by the City of The Dalles Comprehensive Plan as future urbanizable lands and an exception to the Statewide Land Use Planning Goals is taken.

Urban Growth Areas – (Purpose): To identify those lands within established Urban Growth Boundaries which will provide for high density urban development and provision of urban services.

Reservation Lands – (Purpose): To identify those lands within the Confederated Tribes of Warm Springs Indian Reservation of Oregon. This area includes all land within the McQuinn Line.

Definitions on Existing Land Use Map(s)

These definitions are for the Comprehensive Plan Map rather than the Zoning Map and focus on the predominant land use on the property. Land use maps may be used for analysis or research purposes, but not to guide decisions about development. The Comprehensive Plan Map was adopted in 1983 to provide a strategic vision for future growth and based, by in large, on existing land use patterns.

The Comprehensive Zoning Map is used for development permitting and relates to Land Use and Development Ordinance. It is adopted by reference and available online using our GIS Web Map.

Urban Growth Boundary Areas (UGBA): Includes those lands within the adopted Urban Growth Boundaries of the cities of Antelope, Dufur, The Dalles, Maupin, and Mosier. Shaniko's City Limits match their Urban Growth Boundary, so there are no UGBAs.

Residential: Includes all residential uses, including multiple family dwellings and recreational subdivisions.

Commercial: Includes all commercial uses, whether retail, wholesale, service oriented or professional.

Industrial: This classification includes both light and heavy industrial uses.

Public: Includes all public and quasi-public uses, such as schools, fire and police stations, churches, parks, fairgrounds, and other recreation sites.

Agriculture: Includes all lands used for agricultural purposes: orchard lands, wheat and other dry land farming lands, open range and grazing land (other than commercial forest) and all other agricultural lands, such as those cultivated and used for irrigated farm-lands, Christmas tree growing or other minor farm uses.

Forestry: This designation includes all commercial forest land, both publicly and privately owned. Productivity is greater than 20 cubic feet per acre per year.

Indian Reservation: Includes all lands within the boundaries of the Confederated Tribes of Warm Springs Indian Reservation of Oregon.

Adopted by Reference

Plans

- The City of Antelope Comprehensive Plan
- The City of Antelope Land Use and Development Ordinance
- The City of The Dalles Comprehensive Plan
- The City of The Dalles Land Use and Development Ordinance
- The Dalles Transportation Systems Plan
- The City of Dufur Comprehensive Plan
- The City of Dufur Land Use and Development Ordinance
- The City of Maupin Comprehensive Plan
- The City of Maupin Land Use and Development Ordinance
- The City of Mosier Comprehensive Plan
- Wasco County Transportation Systems Plan
- The Wasco County Natural Hazards Mitigation Plan
- The Wasco County Community Wildfire Protection Plan
- North Wasco Parks and Recreation Master Plan

Maps

Prior to 1998, maps were printed and stored at the Planning Department. In the mid to late 1990s, Wasco County went through the extensive process to digitize all maps. The digital layers make up the suite of Comprehensive Plan Maps and Zoning Map. Modifications to these maps, once adopted by the Board of County Commissioners into the Comprehensive Plan, are made by the Wasco County GIS staff. The table below provides an overview that includes the layer name, function, dates of adoption and revisions, the source and whether or not the map is publicly available. A few maps are required to be confidential for resource protection. A few other maps have limits to what information is available online via the public webmap for resource protection.

Several Environmental Protection Districts existed prior to the adoption of the 1983 Comprehensive Plans, as early as 1974, but were significantly different at that time. 1983 is the date when Wasco County adopted official inventories for many of the Goal 5 resources in correspondence with EPD maps. We have used the 1983 date below for several of those EPDs that pre-existed adoption of the Comprehensive Plan including EPD-1, EPD-2, and EPD-3. EPD-4 and EPD-8 also existed, coupled with other resources, as division 4 (EPD-4). Revisions were made to these, as well as the addition of several other EPDs, in 1985 with amendments to the Land Use and Development Ordinance.

This list constitutes the official Comprehensive Plan and Zoning Maps and are hereby adopted by reference.



INTRODUCTION

Layer Name	Layer Function	Date Adopted	Date Digitized	Revisions	Source	Publicly Available
Zoning*	Displays all zoning designations in Wasco County	See Zoning History	1997	See Zoning History	Wasco County	Yes
EPDOZ 1	FEMA FIRM Overlay	1985	1996		FEMA	Yes
EPDOZ 2	Geological Hazards Overlay	1983	1996	2003, 2012	DOGAMI	Yes
EPDOZ 3	Airport Impact Overlay	No Map Has Been Adopted/No Public Airports				No
EPDOZ 4	Historical, Cultural and Archaeological Inventory Overlay	1985	1998	2019	Wasco County	Limited
EPDOZ 5	Mineral and Aggregate Overlay	1985	1997	2019	Wasco County	Limited
EPDOZ 6	Reservoir Overlay Zone	2004	2004	2005	Wasco County	Yes
EPDOZ 7	Natural Areas Overlay, including Wild & Scenic Rivers and Oregon Scenic Waterways	1985	2004		Oregon Heritage, NWSRS, DSL	Yes
EPDOZ 8	Sensitive Wildlife Habitat Overlay	1985	1997	2020	ODFW	Yes
EPDOZ 9	Big Muddy Limited Use Overlay	1997	1997		Wasco County	Yes
EPDOZ 10	Badger Creek Limited Use Overlay	1999	1999		Wasco County	Yes
EPDOZ 11	Pine Hollow Airport Overlay	2003	2003		Wasco County	Yes
EPDOZ 12	Sensitive Bird Overlay	2004	2004	2005, 2020	ODFW	No
EPDOZ 13	Pond Turtle Sensitive Area Overlay	2004	2004	2005	ODFW, USFS, Wasco County	No
EPDOZ 14	Camp Morrow Limited Use Overlay	2006	2006		Wasco County	Yes
OZ 15	Military Airspace Overlay Zone	2022			Department of Defense	Yes
EPDOZ 1516	Destination Resort Map	2020	2020		Wasco County	Yes
State Wetland Inventory**	Shows riparian area and wetlands for Wasco County	2019	2019		State Department of Lands	Yes
Comprehensive Plan Map	Shows land use designations	1983	2009	2020	Wasco County	Yes

*Wasco County has had zoning maps in place since the 1950s. The modern map now used is a digital iteration of the Comprehensive Plan Zoning Map adopted in 1983. For more information about maps prior to 1983, please see Zoning History. Paper copies are archived at the Wasco County Planning Department.



***Wasco County previously used the National Wetland Inventory.*

Values and Vision

During the initial stages of developing a work plan for the Comprehensive Plan update, Wasco County was also engaged in a visioning, values, and mission project. This included a strategic vision, rebranding, and development of a County culture guide.

In 2017, staff engaged the community in developing a land use and planning vision and has mapped the feedback from the community to the Statewide Land Use Planning Goals. Results are shared on the next page.

These vision concepts served as the foundation for developing the Voluntary Periodic Review work plan and work tasks. Many also served as guiding principles for the research, analysis, and questions asked of the public. In some cases, these vision statements are also reflected in policies or implementation strategies.

The most frequently heard message from most of the public was the desire for data driven decision making, transparency, improved coordination, and increased education and outreach on relevant topics. Generally, there was a desire for flexibility in rules that reflect the diversity of landscapes and people within Wasco County.

Wasco County's Vision:

Pioneering Pathways to Prosperity

Wasco County's Mission:

Partner with our citizens to proactively meet their needs and create opportunities.

Wasco County's Culture:

100% Love (Living Our Values Everyday)

Wasco County's Core Values:

- Embody the 100% love culture
- Relationships are primary
- Do the right thing, even when no one is watching

These statements are from public and key stakeholder outreach during the visioning phase of Wasco County 2040 and provided a foundation to the work plan for Periodic Review. Feedback was obtained through exercises and discussion at public meetings, comments submitted online and via mail, interviews, and questionnaires.

Goal 1: Citizen Involvement

- Continued transparency and communication on land use cases, actions, and plan updates

Goal 2: Land Use Planning

- Updated and current plans are critical
- Less restrictions (some of this is related to the National Scenic Area, which is out of scope)
- Keep current restrictions to maintain current land use.
- More restrictions to limit development.

Goal 3: Agricultural Lands

- More flexibility of regulations/rules for diverse agricultural lands across Wasco County
- Focus on “common sense” and knowledge based approaches to development, including the availability of water, the size of land required related to type of crop or livestock, and development standards that “make sense” and retain rural character (setbacks, home sizes, alternative housing)
- Encourage or allow for agri-tourism in areas that are appropriate. Discourage from areas where there is high level of commercial agricultural traffic or would create potentially dangerous transportation conflicts.
- Valued added agriculture
- More restrictions on Outdoor Mass Gatherings

Goal 4: Forest Lands

- Encourage active forest management
- Encourage forestry operations
- More restrictions on Outdoor Mass Gatherings

Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources

- Encourage oak habitat conservation
- Preserve natural resources

Goal 6: Air, Water and Land Resources Quality

- Active water resource management
- Reduce impact to water rights by discouraging certain high water demand types of development
- Allow new uses, like residential, only in areas that have available water

Goal 7: Areas Subject to Natural Disasters and Hazards

- Make sure all references are up to date.

Goal 8: Recreation

- Opportunities for private and public recreation should be supported by land use planning.

Goal 9: Economic Development

- More jobs, better paying jobs, a diversity of jobs.
- Land use planning can support job creation through flexibility/innovation.
- Encourage technology networks (broadband, etc.)
- Support home occupations and make rules easier and more transparent.

Goal 10: Housing

- Explore potential for transfer of development rights (TDRs) between farm lands and areas that are residential (including potential areas that were historically platted like Boyd)
- Keep rural character and density of housing
- Explore potential for alternative housing types

Goal 11: Public Facilities and Services

- Explore potential for new South County school outside of Maupin UGB.
- Better access to medical facilities
- Encourage and support continued development of broadband/high speed internet. This is particularly critical for South County.

Goal 12: Transportation

- Better signage or facilities for shared roadways.
- More support for roads, including maintenance. Don't increase capacity without means to support maintenance (tourism and recreation, commercial agriculture)
- More notice for events happening on public right of ways.

Goal 13: Energy

- Incentives for residential/noncommercial alternative energy.
- Update LUDO for commercial solar to make rules more transparent.

Goal 14: Urbanization

- Updated Joint Management Agreements with Wasco County and the Cities to ensure full development potential, including in the UGAs.

Some of these statements were contradictory, providing opportunities to have broader discussions about how to achieve varied goals. In combination with priorities identified by stakeholders, these vision statements were used to craft the work plan for Wasco County 2040 and served as guiding principles for developing policy and implementation strategies.

Definitions

Accessory dwelling unit (ADU): a dwelling secondary and subordinate to the primary dwelling on a property.

Agricultural Land (Per OAR 660-033-030(1)(a)): Lands classified by the US Natural Resource Conservation Service (US NRCS) as predominantly Class I-IV in Eastern Oregon; land in other soil classes that is suitable for farm use as defined in ORS 215.203 taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands; and land in capability classes other than I -VI that is adjacent to or intermingled with lands in capability classes I - VI within a farm unit shall be inventoried as agricultural lands even though this land may not be cropped or grazed. Agricultural land does not include land within acknowledged urban growth boundaries or land within acknowledged exception areas for Goal 3 or 4.

Agri-tourism: The general definition is an activity that generates supplemental income for working farms and ranches by connecting their resources and products with visitors. For the purposes of land use in Oregon, agri-tourism refers to activities and uses that are related to and supportive of agriculture. This is described by ORS 215.283 (4) and permitted according to OAR 660-033.

Best management practices (BMP): a preferred set of methods or practices for accomplishing a given task, which, when followed, will accomplish the task with a desired outcome. Wasco County Soil and Water Conservation District has a specific set of BMPs for conservation plans for agricultural properties.

Biodiversity/biological diversity: the variety of living organisms within and between species, communities and ecosystems in a given area.

Citizen Advisory Group (CAG): a nine member volunteer body representing citizens from designated areas throughout the county that are outside of incorporated city boundaries, the main task of the CAG is to engage with members of the public to help inform policy and implementation. In Wasco County, Planning Commissioners have served as CAG members for over 20 years.

Citizen Involvement Program: A requirement of Statewide Planning Goal 1 (OAR 660-015-0000(1)), the citizen involvement program must clearly define the procedures by which the general public will be involved in the on-going land use planning process. Goal 1 lays out further requirements and criteria. Wasco County's CIP is included in the Chapter 1 Appendix.

Commercial: The use of land or structures for a business activity engaged primarily in the sale of goods or services.

Commercial in conjunction with farm use: OAR 660-033-0120 and ORS 215.283 identify that commercial uses in conjunction with farm use can be permitted in Exclusive Farm Use zones.

Community Sanitary Sewer/Waste System: A public or private system of underground pipes of sufficient capacity to carry domestic sewage from an area to connected treatment and disposal facilities, as approved by the Oregon Department of Environmental Quality.



Community Water Supply System: A public or private system of underground distribution pipes providing a continuous supply of potable water from a center source in quantities sufficient to meet domestic and fire protection needs for three (3) or more dwellings, as approved by the State of Oregon Department of Human Resources, Health Division.

Conditional use/conditional use permit (CUP): The process by which the County may approve a proposed use for a particular property if the use meets criteria concerning compatibility with neighboring properties and with the purpose of the zone.

Conservation: Limiting or minimizing the use or depletion of natural resources, including such things as land, energy, water, wildlife habitat.

Defensible space: As used in Wasco County 2040 and the Wasco County Land Use and Development Ordinance (LUDO), defensible space refers to an area around a building in which vegetation, debris, and other types of combustible fuels have been treated, cleared, or reduced to slow the spread of fire to and from the building. This definition comes from FEMA.

Density bonus: An incentive used to encourage certain types of development goals, it typically provides an increase in allowed dwelling units per property, floor area ratio (FAR) or height in exchange for meeting certain public policy goals like affordable housing or sustainable development.

Ecosystem: The physical and biological components and processes occurring in a given area, which interact to create dynamic equilibrium.

Environmental Protection District (EPDOZ): In Wasco County, an environmental protection district is an overlay zone establishing additional or stricter standards and criteria for covered properties in addition to those of the underlying zoning district. In Wasco County, EPDOZs serve to protect Goal 5 resources, mitigate risks from natural hazards, and set additional rules and criteria for several exception areas.

ESEE Analysis: ESEE Analysis are a required part of the process of planning for natural resources under Statewide Planning Goal 5, in which the County analyzes the Environmental, Social, Economic and Energy (ESEE) consequences of prohibiting, limiting, or allowing uses that would conflict with protection of a specified Goal 5 resource – for certain resource categories, the local government has the option of forgoing the ESEE analysis and adopting generalized provisions developed by the state.

Exception: see goal exception

Exclusive Farm Use (EFU): The general zoning category for agricultural lands as identified by OAR 660-033.

Federal Emergency Management Agency (FEMA): The agency that produced the floodplain maps and promulgated the floodplain regulations which Wasco County has incorporated into the Land Use and Development Ordinance.

Finding: A fact, determination or reason, based on existing information, which, by itself or in conjunction with other findings, leads to a particular conclusion or course of action.

Fire Safety Standards: A set of standards for new developments in Wasco County to reduce fire risk and mitigate fire damage. The fire safety standards are detailed in Chapter 10 of the Wasco County LUDO and discussed in the Community Wildfire Protection Plan (CWPP).

Goal: A desired condition or circumstance toward which the planning effort is directed; a “destination” that is by nature generalized; used to give policy direction and indicate intention.

Goal Exception: A land use process through which a local jurisdiction justifies, based on factual evidence, that a policy embodied in a particular statewide planning goal should not apply to a particular property or set of properties. A common example is demonstrating that land developed in small-lot residential outside urban growth boundaries (UGBs) should not be subject to Goals 3 and 4, which generally require land outside UGBs to be zoned for farm or forest use.

Groundwater: Water that sinks into the soil and either moves toward a surfacing location (e.g., a spring or a stream), or is stored in slowly flowing and slowly renewed underground reservoirs called aquifers.

Habitat: A place that provides seasonal or year-round food, water, shelter, and necessities for an organism, community, or population of plants and animals.

Historic Resources: Include, but are not limited to, districts, corridors, ensembles, buildings, portions of buildings, sites, landscape features, cemeteries, bridges, signs, plaques, archaeological sites or artifacts, or other objects of historical and/or architectural significance, locally, regionally, or nationally.

Historic Significance: Include, but are not limited to, districts, corridors, ensembles, buildings, portions of buildings, sites, landscape features, cemeteries, bridges, signs, plaques, archaeological sites or artifacts, or other objects of historical and/or architectural significance, locally, regionally, or nationally.

Home Occupation: Any lawful activity carried on within a dwelling or other building normally associated with uses permitted in the zone and which said activity is secondary to the primary use of the property for residential purposes.

Industrial: The use of land or structures to treat, process, manufacture, or store materials or products.

Mitigation: Reducing the impact of an event or activity, or reducing the potential of an event occurring for example: planting a hedge could mitigate the visual impact of an industrial use, installing an engineered retaining wall when excavating on a steep slope could mitigate the risk of landslide.

Mobile Home:

- a. A residential trailer, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed before January 1, 1962.
- b. A mobile house, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.



c. A manufactured home, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed in accordance with federal manufactured housing construction and safety standards regulations in effect at the time of construction.

Natural Areas: Land areas reserved from development or modification for the protection of animal species and other natural areas as identified in the Wasco County Comprehensive Plan.

Natural Hazard: Natural events or processes that can harm people, property and/or environmental quality. Both the risk of natural hazards occurring and the potential for an occurrence to cause harm are affected by human land use activities.

Non-farm uses: ORS 215.283 identifies non-farm uses that may be permitted in EFU zones, including non-farm dwellings and divisions. These are uses or activities that are not related to agriculture.

Nonpoint source pollutant: Any source of pollution that does not result from a discharge at a specific, single location or point source (such as a pipe) but generally is distributed by runoff, precipitation, groundwater flow, or atmospheric deposition.

Open Space: Consists of lands used for agricultural or forest uses, and any land area that, if preserved and continued in its present use, would achieve the following: conserve and enhance natural or scenic resources, protect air or streams or water supply, promote conservation of soils, wetlands, or other natural functions, enhance the value to the public of parks, forests, wildlife preserves, natural areas or sanctuaries or other open space, conserve landscaped areas such as public or private golf courses that reduce air pollution and enhance the value of abutting or neighboring property, or promote orderly urban development

OAR: Oregon Administrative Rules.

ORS: Oregon Revised Statutes.

Periodic Review: A cooperative Comprehensive Plan update process with a prescribed process and three year time frame. Periodic review is governed by the rules in OAR 660-025.

Policy: A course of action or statement of priority selected from among alternatives, and in light of given conditions and findings, to guide and influence present and future decisions.

Pollution: The addition to water, air, or soil of matter or energy that has a negative or injurious impact to human, plant, or animal life.

Post-Acknowledgement Plan Amendment (PAPA): An amendment to the Comprehensive Plan adopted subsequent to LCDC's acknowledgment of the County's Comprehensive Plan.

Primary Structure: A structure containing or relating to the primary use of a property; for example, in a residential zone, a dwelling would be a primary structure; in an industrial zone, a warehouse or factory would be a primary structure – distinguished from "accessory structure".

Restoration: The process of accurately recovering the form and details of a property and its setting as they appeared at a particular historic period by means of the removal of later works or the replacement of missing earlier work.

Riparian area: The zone of interaction between a waterbody and the adjacent land in which processes on land affect the waterbody and vice-versa examples of these interactions include but are not limited to: erosion of land causing sedimentation in the waterbody; the moderating effect of the waterbody on adjacent soil and air temperature; vegetation on the land shading the waterbody and thereby maintaining cooler water temperatures; water and land combining to form highly valuable habitat for numerous wildlife species.

Rural Fire Protection District (RFPD): ORS 478 defines the components of an RFPD, which is an unincorporated community fire district organized for the purposes of fighting wildland or structural fire. Many RFPDs in Wasco County are volunteer staffed.

Rural Service Center (or Area): An unincorporated community consisting primarily of commercial or industrial uses providing goods and services to the surrounding rural area or to persons traveling through the area, but which also includes some permanent residential dwellings (OAR 660-022-0010 (8)). In Wasco County, these were identified by the committed lands exception process with the original 1983 Comprehensive Plan adoption.

Safe Harbor: An optional course of action for satisfying Goal 5 process requirements to identify and protect Goal 5 resources, usually involving a more simplified process such as applying standard setback requirements or determining significance based on existing listings, mapping, or other documentation of significance.

Setback: A prescribed distance from a property line, structure, or resource that a structure must meet. Setbacks are utilized for reasons of public safety, privacy, environmental protection, and to mitigate conflicting uses.

Short Term Rentals (STR): Short term rentals are commercial in nature and are typically defined as housing units that are rented or leased for less than 30 days. STRs are typically advertised through private, web based businesses including but not limited to Airbnb, VRBO, HomeToGo, LUXbnb, CouchSurfing, HomeAway, and VaCasa.

Statewide Planning Goals: Goals that express the state's policies on land use and related topics, such as natural resources – local comprehensive plans must be consistent with the statewide planning goals.

Transfer Development Rights (TDR): general concept that can be implemented in a variety of ways, all of which result in relocating development rights away from one area and increasing the development rights (i.e., density) in another area often used to reduce development pressure on sensitive sites and correspondingly increase development opportunities on well-suited sites, thereby protecting sensitive sites while keeping the overall density unchanged

Urban Growth Boundary: For each incorporated city, a boundary established to define the land area needed to accommodate 20 years of growth of the city the location of the UGB is agreed to by the affected city and county; only lands within the UGB are potentially eligible for annexation to the city.

Urban Growth Boundary Areas: Includes those lands within the adopted Urban Growth Boundaries of the cities of Antelope, Dufur, The Dalles, Maupin, and Mosier.



Value Added Agriculture: Mid-Columbia Economic Development District (MCEDD) defines value added agriculture as manufacturing, like food processing or fermentation sciences, that enhances the value of an agricultural product through industrial production. This conforms with the USDA definition.

Water Rights: A right to use the publicly owned waters of the State of Oregon, granted by the Oregon Water Resources Department: all water, whether surface water or groundwater, is publicly owned; to use water, the user must apply for a water right, obtain a permit to use the water, begin use of the water, and then have a water rights examiner report on how and where the water is being used; if the water has been used according to the provisions of the permit, a water right certificate is issued based upon the report findings – certain uses are exempt from needing a water right, such as domestic wells not exceeding a certain usage.

Waiver of Remonstrance: Also called a non-remonstrance agreement, it is a written agreement between a property owner and the County to waive the right of an owner to file a remonstrance in the case of local infrastructure improvements.

Wetland: Land areas where excess water is the dominant factor determining the nature of soil development and the types of plant and animal communities living at the soil surface. Wetland soils retain sufficient moisture to support aquatic or semi aquatic plant life. In marine and estuarine areas, wetlands are bounded at the lower extreme by extreme low water; in freshwater areas, by a depth of six feet. The areas below wetlands are submerged lands.

Zone: A governmental designation applied to land, defining the uses that are allowed and not allowed, and typically containing standards for the uses and subdivision of the land.





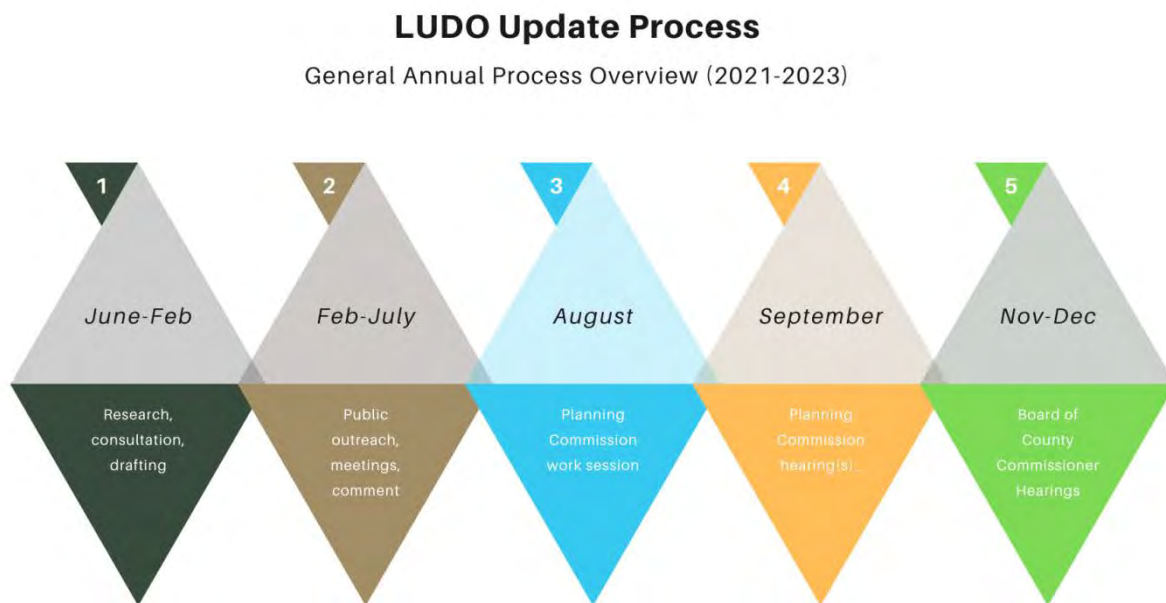
WASCO COUNTY LAND USE AND DEVELOPMENT ORDINANCE UPDATE OUTREACH REPORT (2022)



OUTREACH RESULTS AND SUMMARY

Planning staff kicked off the public outreach component for the LUDO Update in April 2022. Staff conducted a series of online, on-demand, and in person events for citizens to engage in update materials.

Revisions were organized into categories, with an associated icon, and rolled out on a schedule between April and May to allow the public time to read and digest all the material. Each roll out included the following components: a one sheet summary; draft of the revisions including a summary sheet and key to mark ups; a virtual open house that included a self-guided slide show, explainer videos, text, and links; polls or surveys; an explainer video; reminders about Ask a Planner function/submit a comment function/email notifications; Ask a Planner Livestream event to address FAQs.



Staff promoted the materials via traditional media, social media, emails, signature lines, and mailers to current planning applicants. Below is a summary of these efforts as well as comments received resulting from outreach efforts.

Ask a Planner Website Submissions

To help residents understand the impacts of proposed changes to their property, staff added an “Ask a Planner” function to the website that individuals could submit questions easily on an embedded web form.

The Ask a Planner Website Submission function received a total of **10 questions**.

Draft Question Submissions

We provided interactive drafts for public comment and questions.

Drafts received a total of **3 questions**.

Ask a Planner Live Stream Events

Staff held three one hour Ask a Planner live stream events and one half an hour live stream event to answer questions and interact with the public live via video chat or Facebook.

We had an estimated total views during the livestream of approximately **29 people**. There have been approximately **20** subsequent views of the recordings.



Public Presentations

One public presentation was held to review the proposed changes with the public in a video conference setting. There was **1 attendee**.

Explainer Videos

Staff developed three explainer videos for Farm and Forest Updates, Communication Facility Updates, and Military Airspace/Energy Facilities Updates. These videos have received over **100 views**.

In Person Open Houses

Two open houses were held on June 9 (The Dalles) and August 23 (Tygh Valley) to share drafts, solicit input, and talk to citizens. There were a total of **11 attendees**.

Virtual Open House

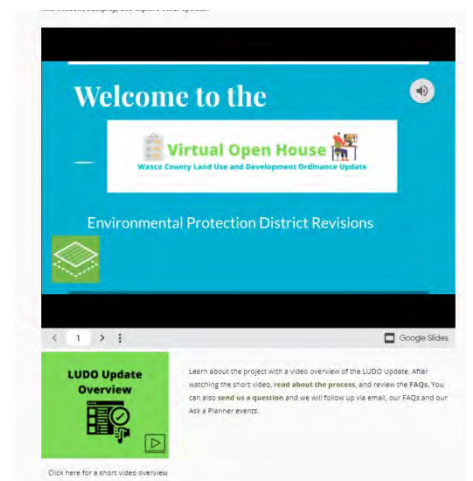
Staff developed three virtual open houses for categories of updates for on-demand public participation. These pages have received a total of **77 views** between April and August 30.

Ad Hoc Meetings

Staff had **1 ad hoc meeting** with a citizen, upon request.



Social Media Engagement

The Planning Department currently maintains **2 social media accounts**, in addition to the project website, including YouTube and Facebook.



These accounts are used to push out material from the project website in order to increase audience engagement and capture. All accounts have restricted comments in order to funnel comments through official methods.

Facebook was instrumental in streaming the Ask a Planner live stream events and promoting events, including virtual open houses, as well as encouraging participation in surveys and polls.

		
Followers	469	10 subscribers
Engagements	110	
Posts	53	6

Media Coverage

Staff sent a press release to all regional media, including the newspapers and radio stations.

Radio: 1 radio interview with Mark Bailey of KHR radio, BiCoastal Media Columbia River (June 29, 2022)

Newspaper: 1 article in Columbia Gorge News (July 13, 2022)

Advertisements

In April, an ad was placed in the last issue of WamPinRock:



WamPinRock had broad circulation to South Wasco County.

Project Website

Staff converted the Wasco County 2040 website, <https://wasco2040.com>, into the project hub for the LUDO Update.

In addition to sharing information, the project website's main goal is to channel public participation into methods that could help support efforts



including offering an online comment submission form, links to social media pages, and offering a variety of ways to sign up for notifications on news and events. Due to fluctuating COVID-19 precautions and restrictions, staff focused on offering on-demand activities citizens could complete on their own time from the comfort of their own home, supplementing with limited in person activities.

Staff also focused, based on citizen feedback, on making the website highly visual with lots of simplified overviews, polls, and explainer videos.

From January to August (2022), the project website had a total of **3,186 views**. The project website has **61 followers** by email or feed.

Notification List

Staff has compiled a list of all citizens who have indicated that they want notifications about news and events related to Wasco County 2040 and asked them to opt in and out for LUDO Update news. To date, the list has **158 individuals** signed up.

The following is a list of all campaigns conducted in 2022 to date and the engagement metrics:

Date	Campaign	Opens	Clicks	Total subscribers
4/20/22	Ordinance Update	99	22	165
6/2/22	Update	30	7	162
7/7/22	Psilocybin Updates	28	6	159
8/24/22	Events	21	1	158

Partner Newsletters

The South Wasco Alliance promoted the LUDO Update website in May, June, August, and September.

LUDO Update: Adding Agritourism to the Farm Zone

- **What is LUDO?** Land Use and Development Ordinance (LUDO): provides criteria and regulations that govern land use planning and development in Wasco County along with state and federal law.
- **Why does it matter?** LUDO is in the process of being updated and **agritourism** is being explored to add into zones as an economic development tool- agritourism activities and events include:
 - U-pick farm experiences
 - Farm to Table Dinners
 - Educational workshops or tours
 - Festivals
- Drafts of proposed changes, additional regulations, and new criteria went live April 27, **citizens can now comment or ask questions directly in the draft or by using the comment/ask a planner functions:** click [here](#) to visit the page.
 - Citizens can submit comments or questions via email, mail, or on the website until September 12, 2022
- **Maupin Satellite Office:** Wasco County Planning staff will hold once-a-month office hours in the Civic Center conference room as a new service for **South Wasco** County residents.
 - When: August 12, 10AM-1PM
 - More information is available [here](#)
- For more information, visit <https://wasco2040.com/>

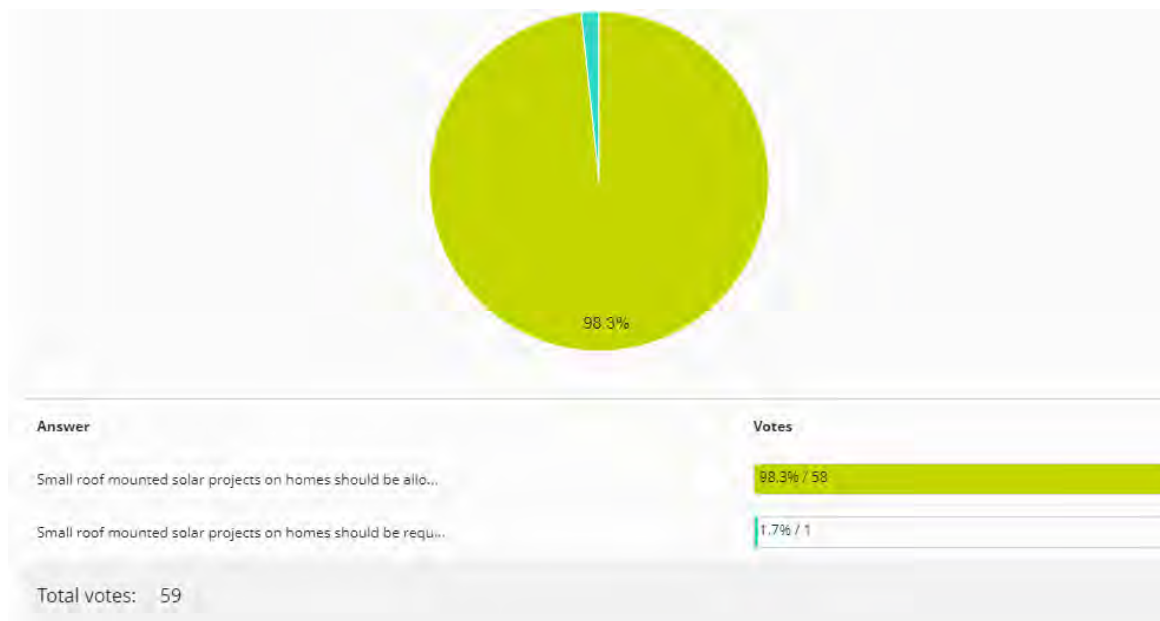
FIND OUT MORE

FEEDBACK SUMMARY AND RESULTS

Staff solicits comments, outside of the hearings process, through a variety of means including: letters, emails, submit a comment function on the website, surveys and polls. Below is a summary of those methods of receiving comment.

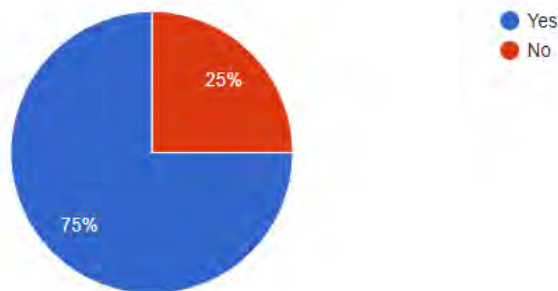
Survey and Poll Results

Do you think roof mounted solar projects for homes should require a land use permit?



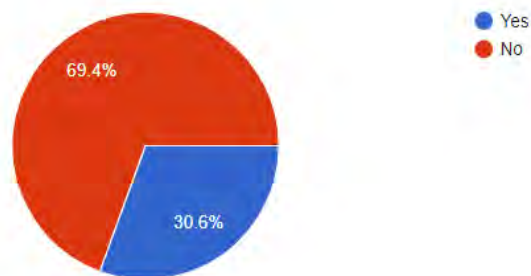
Do you think Wasco County should allow for accessory forest dwellings in the F-2 zone?

36 responses



If Wasco County were to add the accessory forest dwelling use to the F-2 Forest Zone, do you think there should be additional requirements the applicant must meet?

36 responses



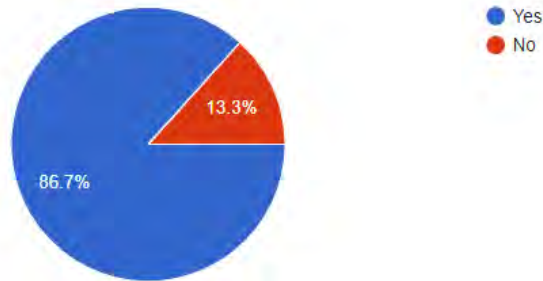
What kinds of additional requirements should Wasco County add, if it were to allow accessory forest dwellings?

- ensure fire safe building practices, ensure proper fire scaping of property, ensure no short term rentals
- No additional requirements please
- Mind your own business!
- NONE
- Proof that these “agricultural “operations won’t impact neighbors. Limited hours of operation, notification to neighbors of ALL events, no billboards or other signs or outdoor lighting allowed that detract from neighbor’s property, STRICT posted speed limits on shared narrow unpaved roads, no loud parties, no parking/trespassing on neighboring property, no firearms discharged near neighboring property.....especially during any alcohol events.....these are real issues. Agriculture does not need these people who want to exploit their land at the the cost of neighbors & the peacefulness of a rural area. This is a ridiculously selfish policy considering the fact that ALL agricultural folks knew that was what their land was when they purchased or inherited it! It is a farm.....NOT a huge K-Mart style corporation meant to rape & pillage & ruin it for others. Why is this even a conversation ? It just keeps bleeding over into other areas as farmers & their ongoing clamoring & cries of greediness demand more & more deregulation of their practices that already compromise & impact neighbors in a most inconsiderate & thoughtless manner.
- Must be a dwelling
- Deed restrictions be expanded to include owner occupancy requirement and what happens to house if this condition not met. Also include definition of a relative.
- Removed when family member leaves
- No requirements it is private property they should be able to build as many as they need.
- Let private property be private, let people build!
- Maintain fire suppression for said property, as well as allow use for grazing livestock WITHOUT government interference.
- None
- None whatsoever
- There needs to be restrictions on the deed, and specific penalties for homeowners who violate the requirements and restrictions. These accessory forest dwellings would be very difficult to monitor.

- County should assess water resources and not allow additional dwellings in areas where ground water resources are limited. No new well drilling for accessory structures.
- Establish need and relationship; please preserve the acreage limit for additional dwelling; land cannot support more water wells - already heavy pressure on our aquifers

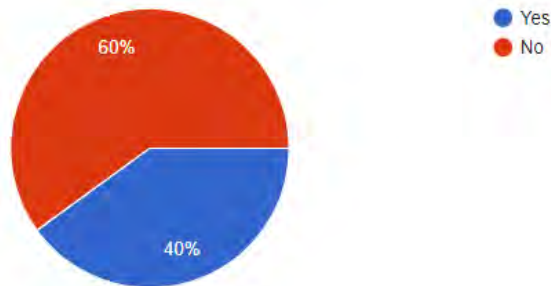
Do you think cideries should be allowed in the farm zone? Cideries, like wineries, process fruits into alcoholic or non-alcoholic beverages.

30 responses



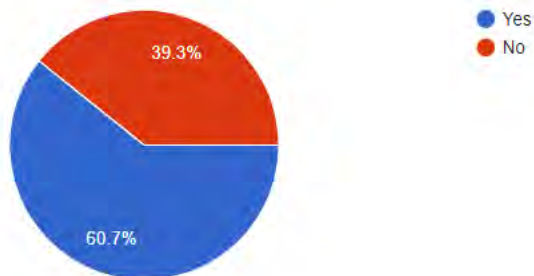
Do you think Wasco County should allow for a facility for processing of farm products that does not have to meet any siting or property development standards, including setbacks?

25 responses



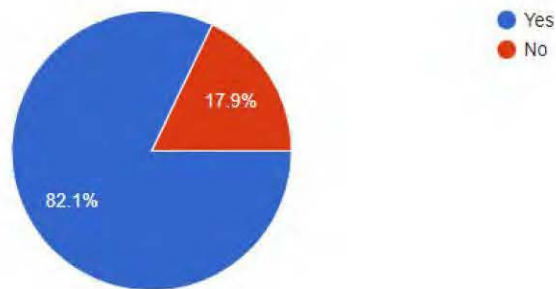
Do you think Wasco County should allow land divisions for public service facilities? Public service facilities include sanitary waste facilities.

28 responses



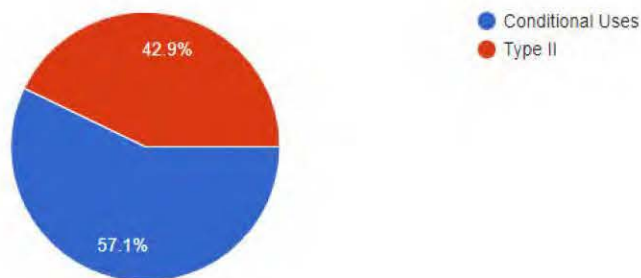
Do you think Wasco County should allow a restaurant, in conjunction with a winery, that is open to the public?

28 responses



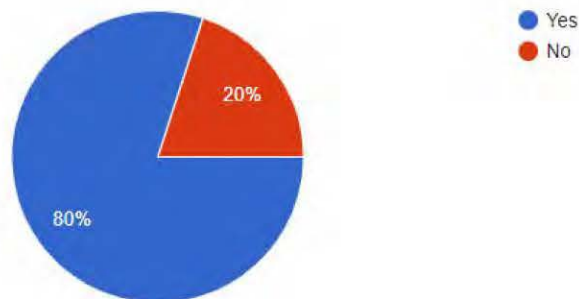
Do you think Wasco County should permit non farm dwellings as conditional uses or Type II? Conditional uses carry with them more review criteria and discretionary conditions than Type II (Subject to Standards) reviews.

28 responses



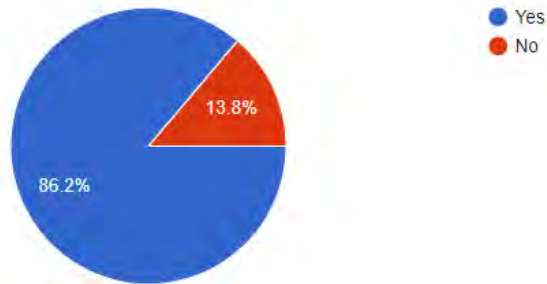
Do you think Wasco County should allow for guest ranches in the farm zone? Guest ranches allow for guest lodging facilities, recreational activities, and some food service on active livestock ranches.

30 responses



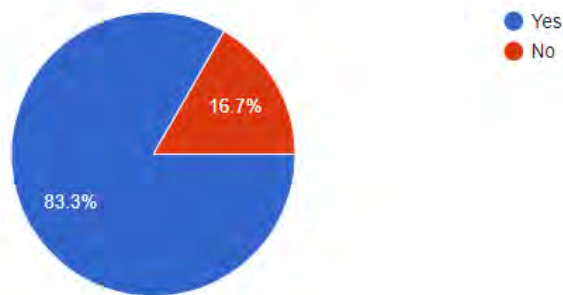
Do you think Wasco County should allow for farm breweries in the farm zone? Farm breweries are facilities, in conjunction with hop farms, that commercially produce beer and offer some retail or tasting opportunities.

29 responses



Do you think Wasco County should allow for horse therapy/counseling services in the farm zone?

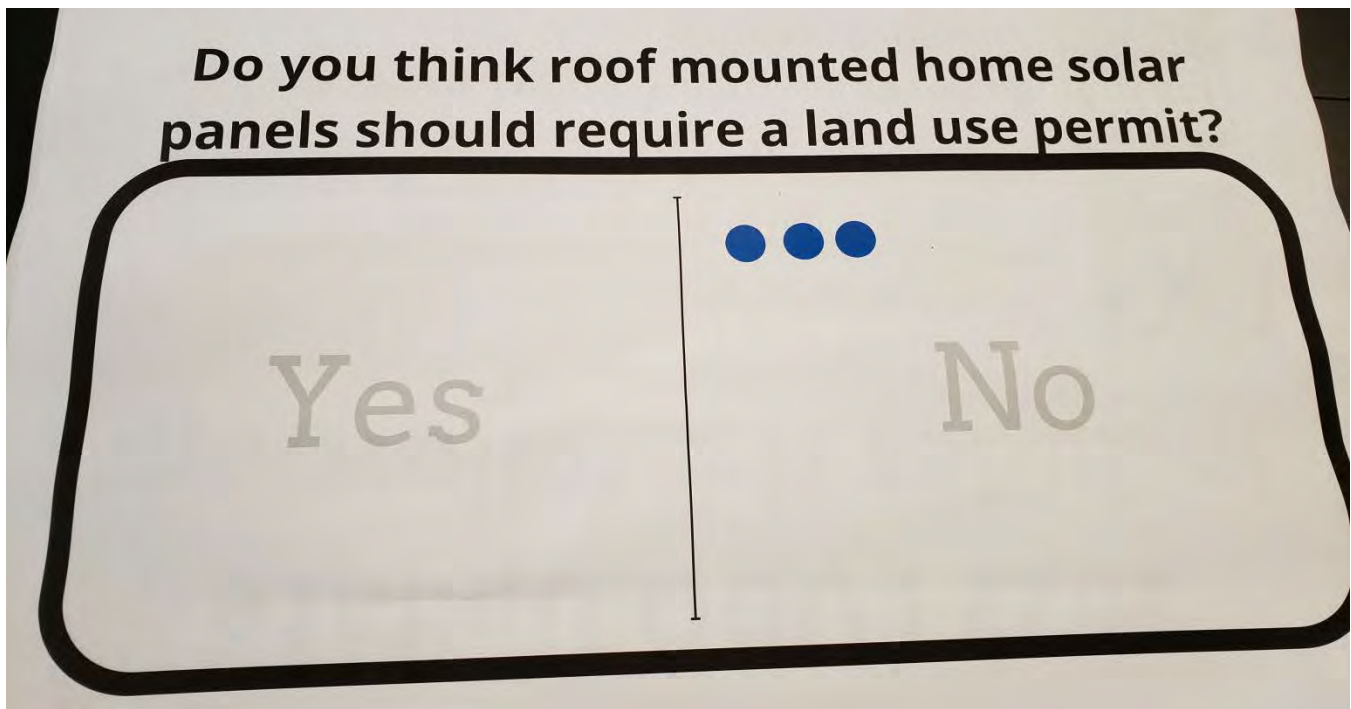
30 responses



Event Surveys

To replicate online surveys at in person events, staff prepared two large sheets with dots for citizens to fill out.

Comments
<p>All at hand - results in increased fire risk - I agree with this. Many of these activities are not suited to the eastern part of the county - define.</p>
<p>Fire, water, roads concerns</p>
<p>Fire, water, roads concerns</p>
<p>* like existing structure element and app purposes (potentially small groups only)</p>
<p>Fire, water, road concerns concerned w/ the size of the processing facility being up to 10K of concerned that no additional standards could be applied MUST have site standards to consider.</p>
<p>The RPD currently ^{not} currently equipped to provide fire protection services for ag-tourism (not able to protect structures) * fire, water, roads concerns (our own infrastructure support - not currently)</p>
<p>Not enforceable, need deed restrictions especially on the APD would be used for whether Extreme fire risk, forest lands would have fire risk increased, not needed in most cases, relatively + require require proof of relative stakes, these relies on complaints from high to enforce it which is may not happen; major road - some west of the County It's water & there is more vegetation to maintain - should have had a higher water phase for eastern Oregon than 80 acres; road issues especially when they are fires would be water concern with firewood residency</p>



Online Comment Submissions

To make it easy for residents and businesses to submit comments, an online comment submission form was created and posted on the project website.

The project website received **8 comments** from the online submission form to date. Online comments can be read in [Appendix A](#).

Emailed Comments

Community members were encouraged to email planning staff at any time to voice their feedback for the LUDO Update.

Staff has received **2 comments** via email to date. The comments are available in [Appendix B](#).

Mailed Comments

Community members were also encouraged to mail comments to planning staff at any time .

Staff has not received any mailed comments to date.

Event Comment Cards

Staff made comment cards available at the event. Four comment cards were filled in and are available to read in [Appendix C](#).

Draft Submitted Comments

Staff used a special online platform to display drafts where citizens could write in questions or comments.

Staff received 6 comments via the online drafts. The comments are available in [Appendix D](#).

APPENDIX A – WEBSITE SUBMITTED COMMENTS

Agritourism

planning department kellyg@co.wasco.or.us via b.atomicsites.net
to me ▾

Fri, May 6, 8:40 AM ☆ ↶ ⋮

What is your biggest concern about agritourism activities or events?

If county officials issues permits for special events, large gatherings 500 + . County should commit resources to help the rural fire and EMS which are Volunteer and not dump solely on the local Volunteer services.

planning department kellyg@co.wasco.or.us via b.atomicsites.net
to me ▾

Sat, May 7, 12:04 PM ☆ ↶ ⋮

What is your biggest concern about agritourism activities or events?

As you noted, I think the requirements for fire mitigation and event notifications are fair.

planning department via b.atomicsites.net
to me ▾

Tue, Aug 30, 1:28 PM (7 days ago) ☆ ↶ ⋮

What is your biggest concern about agritourism activities or events?

increased road use and increase in speeding, increased crime in rural areas. People who drive to these areas may not understand that rural roads are not a raceway. People are on bikes, horses or walking.

planning department via b.atomicsites.net
to me ▾

12:38 PM (2 hours ago) ☆ ↶ ⋮

What is your biggest concern about agritourism activities or events?

Fire, disruption of wildlife, traffic (especially during harvest), noise, trespassing, theft, and lack of country's ability to enforce rules.

Solar Panels

Name: Gary Wade

Ask a Planner a Question (required): Are you planning on updating permit requirements for rooftop solar installations. As is, rooftop installations, even out side the Columbia Gorge Scenic Area, require a costly and delayed review by the Planning Department. I would hope that the County was intent on promoting alternative energy production, not make it more difficult or expensive.

Thanks Gary

Time: 20 Jul 2021 at 7:48 pm

IP Address: 68.118.161.206

Contact Form URL: <https://wasco2040.com/participate/ask-a-planner/>

Name: Pishion Linda

Comment: No permits for solar on roof of homes

Would you like to be added to our notification list for news and events?: Yes

Time: 15 Dec 2021 at 2:24 am

IP Address: 174.204.210.110

Contact Form URL: <https://wasco2040.com/submit-a-comment/>

Sent by an unverified visitor to your site.

Name: gary wade

Comment: I am glad that you propose to eliminate a permit for solar projects under 35 feet tall. We need these projects and why make it more expensive or difficult to start them. Thanks

Would you like to be added to our notification list for news and events?: Yes

Time: 3 Jun 2022 at 4:23 am

IP Address: 68.118.161.206

Contact Form URL: <https://wasco2040.com/submit-a-comment/>

Sent by an unverified visitor to your site.

General

Name: lanis metteer

Comment: This land use movement is out of control in Oregon. The crazy commissioners have drunk the kool-aid and swallowed the Marxist agenda hook, line, and sinker. By the time the "2040" goal matures, the world, so hungry for our rural land, will be beating a gigantic path to our doors, Oregon's present ridiculous land use laws will be tromped in the dust, and the politicians who subscribed to all these assenine "laws and rules" will be laughed right out of the State. And rightly so. Meanwhile, Don't tread on me.

Would you like to be added to our notification list for news and events?: Yes

Time: 9 Jun 2022 at 7:22 pm

IP Address: 72.19.52.4

Contact Form URL: <https://wasco2040.com/submit-a-comment/>

Sent by an unverified visitor to your site.

APPENDIX B – EMAILED COMMENTS

Comments re: Agritourism in EFU Zones

Amy Kaser
The Dalles, OR
5/12/21

I would like to express the following concerns and suggestions regarding the allowance of agritourism in Exclusive Farm Use Zones in Wasco County:

1. Increasing human activity in the EFU Zone increases the risk of fire danger and creates greater burdens on first responders.

The more people there are in an area, the greater the potential for starting a fire. According to the county's whitepaper on this subject, one of the allowances being considered is for 500 people/250 cars per event. It only takes one person out of those 500 pulling off the road in dry grass to take a photo or tossing out a cigarette to start a fire. Wasco County is dry country with high summer temperatures and strong winds and people unfamiliar with this kind of climate don't realize the hyper-vigilance they need to use in order to prevent starting a fire.

Should a fire break out, agritourism will cause increased difficulty in evacuating these areas. The evacuation of 100-250 cars would greatly hinder farmers and first responders and delay the evacuation of local residents and livestock.

2. The county should make an attempt to understand the speed at which fire can travel and also to thoroughly research the capabilities of the fire protection districts before allowing any agritourism, even with fire mitigation.

When determining whether to permit an event in a certain area, perhaps it would be wise to overlay maps of the 2018 fires and other major recent fires on the map of the county. For example, the Substation Fire moved 18 miles in 8 hours when it first started, spreading rapidly in many directions, traveling up side canyons, and easily jumping roads and rivers. It burned up power lines and people lost power (and thus their running water) at their homes. It was impossible for the fire district and first responders to stop it or even slow it down, and had there been an agritourism event taking place on that day, no amount of mitigation would have helped.

While there may be some fire districts in the county that have the capability of contracting fire protection for events or protecting and evacuating large groups of people, some do not have this capability. Each fire district's abilities should be considered separately when determining if an event should be permitted. I would encourage the county to meet with representatives of each fire protection district and determine what those capabilities are before using the districts as an option for mitigation.

3. Agritourism would increase traffic on farm-to-market roads and increase the danger to farmers transporting equipment, moving livestock, or hauling crops to market.

The high seasons for tourism (late spring, summer, and early fall), are also the peak times for farmers to be on the road. Spraying and other field work takes place in spring, harvest in the summer, and seeding in the fall. All of these activities involve transportation of tractors, large trucks, and implements along narrow county roads with very little shoulder. Cattle are often moved from one pasture to another simply by walking them down the road. A recent article in Successful Farming magazine stated the following: *“Accidents involving tractors and other ag equipment on rural roads are five times more likely to be fatal than non-ag crashes, according to a study from the New York Center for Agricultural Medicine and Health.”*

Imagine moving a combine, tractor, or a herd of cows down the road and meeting 100 – 250 cars on their way to or from an agritourism event. Moving equipment can be one of the most dangerous times for farmers and this would be compounded by increased traffic.

4. In addition to creating regulations for agritourism, the county should add language about how it will monitor and enforce the regulations.

How will you determine whether the income from agritourism is secondary to the farming income? How will you have the budget, time, and personnel to visit each event and decide whether sufficient fire mitigation has been put into place? How will you deal with unpermitted events? How will you know if there are 250 cars or 300 parked at the event?

I have great reservations about allowing agritourism in the EFU zone in Wasco County, but if the county has no choice because it is a state law, then please: carefully consider the impacts it could have on our local farms when designing the regulations, look at each part of the county separately when making the determination regarding permitting, and make sure that the county has the capability to **actively** enforce the regulations.

May 18, 2021

Dear Wasco County Planning,

In regards to the proposed Chapter 3 – F1 and F2 Revisions, I would like to make the following comments:

Accessory Forest Dwellings:

If an accessory forest dwelling is allowed and the owner sells the property, what legally happens to the dwelling?

If allowed, there needs to be assurance and provisions that the dwelling will continue to be used as housing for a relative to assist with forest work through successive owners and not turned into just another second dwelling.

The additional standards listed on pages 20-21 (Section 3.129, 2. g-h-I and 3.) need to be deed restrictions. Otherwise, how would a future owner be held to them? These are the occupied by owner or relative to assist with forest work and the non-vacation rental restrictions.

Rental restrictions should include no rentals to non-relatives.

Proof of the relative relationship should be required to prevent someone from claiming a non-relative as a relative.

Penalties for non-compliance need to be clearly spelled out and enforced, especially for successive owners. Would the dwelling need to be removed if not used as intended?

Allowing accessory forest dwellings would be opening a can of worms. The template test adopted by other counties contained loop holes that were exploited by people and undermined its intent. This would be a similar situation if restrictions are not clearly spelled out and enforced, especially for successive owners. Code compliance doesn't have the capacity to enforce it. It is unrealistic and doesn't make for good neighbor relations to expect neighbors to be the ones enforcing it.

Additional fire and water availability standards would be needed as these dwellings would be close together. Embers from a fire at one house could easily spread to the second house.

Accessory dwellings should not be allowed in areas of extreme fire risk. They would unnecessarily increase the risk in areas where firefighting is already difficult due to the steep slopes and wind. A fire that starts on one property could easily move into onto surrounding properties that are not in a fire district. The Mosier Creek fire of 2020 burned nearly 1,000 acres and involved 800 firefighters.

There is no evidence supporting the need for these dwellings. Even on large tracts there is not enough work involved in maintaining forest land, especially in the winter and summer, to justify a second dwelling.

Thank you for this opportunity to comment.

Sincerely,
Sheila Dooley

APPENDIX C – EVENT COMMENT CARDS

Name	Email
Would you like to receive notification emails from us about news and events?	Yes No
Comments: <u>Energy Facilities: add an additional consultation if in an area cultivated (ag production) to avoid productive ag ground being shifted to a different use.</u>	

Name	Email
Would you like to receive notification emails from us about news and events?	Yes No
Comments: <u>Setback: Concern with the vegetative shielding in the 'dry side' of the county. Uses limited resource (water) and likely to add fuel to fires.</u>	

Name	Email
Would you like to receive notification emails from us about news and events?	Yes No
Comments: <u>With the extreme fire risk, any added traffic for agritourism or processing facilities increases the danger for local residents. Think about evacuation and narrow roads, lack of safe parking, etc.</u>	

Name	Email
Would you like to receive notification emails from us about news and events?	Yes No
Comments: <u>Farm setbacks - Dry area getting green, boundary not applicable. Would be hard to grow and then could/would be late season fire hazard.</u>	

APPENDIX D – DRAFT SUBMITTED COMMENTS

✓ I think that the concerns about fire danger from agritourism events have been listened to and addressed by these requirements and that is much appreciated. My biggest concern is the enforcement piece once events are being set up and running. Does the county have the budget and manpower to inspect the sites and to monitor the events for compliance or will that piece fall on residents to report violations?

✓ Our Code Compliance is a complaint driven program, but we also follow up on conditions of approval, so there is an expectation that we will have the opportunity to spot check these operations.

✓ In Oregon land use jargon, "mandatory" means unconstitutional fraud committed by a conspiracy between the courts, the governess, her minions and the Marxist majority legislature which deliberately passes legislation against the will and best interests of private property owners . This mob is as low, if not lower, than the Biden administration, itself. Both need to be ousted in their entirities, if we are to save our nation and preserve liberty for our children.

~~b.g.~~ The existing single-family dwelling unit is occupied by the owner or a relative; ² ¹

~~c.h.~~ The new single-family dwelling unit will be occupied by the owner or a relative; and ¹

i. The owner or a relative occupies the new single-family dwelling unit to allow the relative to assist in the harvesting, processing or replanting of forest products or in the management, operation, planning, acquisition or supervision of forest lots or parcels of the owner. ⁴ ¹

3. If a new single-family dwelling unit is constructed under this subsection, a county may not allow the new or existing dwelling unit to be used for vacation occupancy as defined in ORS 90.100. ¹

g. needs to be added as a deed restriction

h. needs to be added as a deed restriction

i. needs to be added as a deed restriction

➤ 3. needs to be added as a deed restriction and should



Kelly Howsley - Glover <kellyg@co.wasco.or.us>

Wasco County Land Use and Development Ordinance Update

1 message

BROWN Jevra * DSL <Jevra.BROWN@dsl.oregon.gov>
To: Kelly Howsley - Glover <kellyg@co.wasco.or.us>

Thu, Sep 1, 2022 at 9:36 AM

Hi Kelly,

Thank you for the opportunity to comment on your proposed ordinance update. I only reviewed the farmland updates and have one recommendation there.

RE: (Page 2, Section 3.212) The provision for enhancement, restoration or creation of wetlands under ~~OAR 660-033-0120~~ **ORS 215.213 and 215.283** does not include wildlife habitat.

NATURAL RESOURCE USES

E. Creation, restoration or enhancement of wildlife habitat and wetlands that do not include development as defined by Section 1.090 in a FEMA designated Flood Zone. If the project is located wholly or partially within a FEMA designated Flood Zone and includes structural development it shall be subject to Section 3.214 L below

Is the reference to wildlife habitat part of a FEMA directive OR did the county previously recognize the importance of riparian areas for wildlife and was using the FEMA designated Flood Zone as a proxy for mapping "riparian areas"? Recommendation: The county consider retaining the "wildlife habitat" allowed use because such activity is likely encouraged by NRCS conservation programs on farmlands (CRP, ask your SWCD) and, I assume, would also be encouraged by ODFW. Retaining this language might also improve county's Goal 5 or 6 compliance unrelated to wetlands (that is, not Goal 5 for wetlands per se)? While "wildlife habitat" is not in the realm of DSL regulation, certainly the connectivity created by improving/providing wildlife habitats along waterways can improve the functions and values of adjacent wetlands and waters. If the county chooses to retain "wildlife habitat" then how will that be defined? Again, consider conferring with ODFW.

Best regards with this large effort,

Jevra Brown, Aquatic Resource Planner

Aquatic Resource Management Program

Department of State Lands

775 Summer Street NE, Salem, OR 97301

Cell 503-580-3172

NOTE NEW EMAIL ADDRESS: Jevra.Brown@DSL.Oregon.gov

Checking for wetlands and waters? – Use the STATEWIDE WETLANDS INVENTORY

To help prevent the spread of COVID-19 many of the DSL staff are telecommuting.



September 19th, 2022

TO: Wasco County Planning Department

FROM: Michael Hauty, MD

RE: Time, Place & Manner Proposed Regulations, Chapter 7, LUDO
Update

My name is Michael Hauty and I am submitting these last minute comments on the issue of Psilocybin Service Centers in the unincorporated areas of Wasco County.

I purchased property in rural Wasco County in 1988 & have resided here full time since 2001. I was employed as a general/trauma surgeon with Providence Hood River & Skyline Hospitals and later as an Emergency Medicine provider in Hood River until 2017. I maintain an active Oregon medical license & Federal DEA certificate. As a semi-retired MD, I serve as a volunteer with SERV-OR in Wasco County and as an event/mass gathering physician with White Bird Medicine in Eugene.

What motivates me currently is the strong belief in the therapeutic potential of psychedelic assisted therapy. These substances are considered dangerous drugs with no medical benefit at the Federal level being classified as Schedule 1 with the DEA. These same substances are hailed by many scientists, therapists, physicians & activists as potent & effective medicines. Numerous respected academic & medical institutions have created centers of psychedelic medicine where these substances are administered with the same strict privacy & safety concerns found throughout these institutions.

Psilocybin itself has been found effective in a range of conditions including PTSD, treatment resistant depression, chronic pain, anxiety, and end-of-life issues in rigorous clinical trials published in peer

reviewed journals. The success rate has been high & the side effect/complication rates low.

Ketamine, considered a pharmaceutically manufactured psychedelic substance, is available to the public and used locally as an adjunct to therapy for addiction medicine and other mental health issues as well as an anesthetic agent in our local hospitals. Ketamine is classified as a Schedule 3 drug under the Controlled Substance Act. It can be legally prescribed by practitioners holding a current & valid DEA certificate.

I do not intend to own or operate a psilocybin service center in Wasco County, nor do I have a financial interest in any psilocybin related project in Oregon. I do serve as a medical trainer/facilitator with an OHA approved training program and service center, Subtle Winds of Eugene, and am currently assisting in the drafting of our curriculum. Our focus is on underserved populations & our mission, to provide therapy for mental health matters. We expect our training program to begin in January 2023 and treatment center operating by summer, 2023. We will operate one center within incorporated Eugene but hope to collaborate with other OHA approved programs in offering services in multiple venues across the state.

The fixed timelines of the LUDO update process & the pending nature of final OHA regulations pose a significant challenge for the County Planners. I have had a detailed discussion with Kelly Howsley-Glover regarding Chapter 7 of the proposed rules regarding Psilocybin Manufacturing & Service Centers. I am aware of the Commissioners' priority of a conservative stance on regulations in Wasco County and other rural counties. I fully support and share this stance.

I am aware that these comments are submitted too late to be included in the meeting packet. A four-day conference in Portland addressing Psilocybin in Oregon concluded yesterday. In attendance were

hundreds of stakeholders in the process including philanthropists, entrepreneurs, scientists, politicians, state officials, physicians, and indigenous healers. Attendees were aware and repeatedly reminded that “all eyes are on Oregon”. The prevailing sentiment was that things need to be “done right” from the outset and the biggest priority, safety. I wished to have a thorough and current knowledge base before commenting.

I came away from the conference acutely aware of the significant challenges facing all players and of the need to remain open & transparent in our interactions with each other. No one need lose here, and many may benefit.

Finally, on the matter of Section 7.050. The proposed rules merely add several minimum separation distances of any service center to those already present in the initiative itself. I would propose that consideration be given to reducing these distances to either 500’ or 200’ in most cases to allow more potential options within the three designated commercially zoned centers in the county.

I applaud the Commission for their efforts in responding to the concerns of all citizens. I also applaud the county’s decision not to opt-out of services or return the matter to the voters. They have already voted, and county officials have responded to the voters’ wishes. I fully support your efforts and results in drafting the rules to date, particularly considering the unique challenges posed.

A single service center in the Gorge will likely suffice for now and will almost certainly be housed within an incorporated town or city in either Hood River or Wasco counties.

I do feel that if the initial experience is positive, the day will come when service centers can be sited with existing multi-purpose businesses in non-commercial parts of the county zoned as Extended Farm Use. This

would allow for a retreat-based, outdoor therapeutic experience for both facilitators and clients with less impact than a wedding reception.

Many thanks for your consideration of these issues.

Respectfully submitted,

Michael Hauty



MOTION

SUBJECT: Ordinance 22-004

I move to approve Ordinance 22-004 in the matter of the Wasco County Planning Commission's request to approve proposed legislative amendments to update the Wasco County Land Use and Development Ordinance, the Wasco County Comprehensive Plan and Wasco County Comprehensive Plan zoning map; and declaring an emergency necessary for the public health, safety and general welfare of our citizens.

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AGENDA ITEM

Youth Think Agreements

[ACT ON MANAGEMENT PERSONAL SERVICES CONTRACT](#)

[ACT ON MARKETING PERSONAL SERVICES CONTRACT](#)

[COMPREHENSIVE FAMILY SERVICES CONTRACT](#)

[NORC LETTER OF AGREEMENT](#)

[YOUTH THINK PROPOSAL FOR NEEDS ASSESSMENT](#)

[MOTION LANGUAGE](#)

WASCO COUNTY YOUTH SERVICES

ACT ON MARKETING

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Leah Ferguson (“**CONTRACTOR**”), to the Assist the Prevention Coordinator in overall management of the Act-On online platform.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by CONTRACTOR. CONTRACTOR is an established CONTRACTOR of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that CONTRACTOR is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than June 30, 2023, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONTRACTOR shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONTRACTOR in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONTRACTOR shall dedicate an average of eight to ten hours per week to complete the Scope of Work as defined above at the rate of \$1,078 per month and not to exceed \$16,000.00.

- 3.2 Payments. COUNTY will review CONTRACTOR's invoice and within ten (10) days of receipt notify CONTRACTOR in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. CONTRACTOR is an Independent Contractor

CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONTRACTOR's completed work, COUNTY cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work. CONTRACTOR is responsible for all federal and state taxes applicable to compensation and payment paid to CONTRACTOR under the Contract and will not have any amounts withheld by COUNTY to cover CONTRACTOR's tax obligations. CONTRACTOR is not eligible for any COUNTY fringe benefit plans.


5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Debby Jones
Wasco County Youth Services
202 East 5th Street
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONTRACTOR: Leah Ferguson



6. Indemnification

To the extent permitted by applicable law, CONTRACTOR shall defend, save, and hold

COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, agents or subcontractors under this Agreement. CONTRACTOR shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONTRACTOR shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$500,000.00.
- 7.2 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.3 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.4 CONTRACTOR shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.5 CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONTRACTOR shall furnish COUNTY with executed copies of such policies of insurance. CONTRACTOR shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONTRACTOR, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 CONTRACTOR warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law.

CONTRACTOR shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONTRACTOR's breach of the warranty under this paragraph.

9. Assignment

CONTRACTOR may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONTRACTOR may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by CONTRACTOR and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to CONTRACTOR, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONTRACTOR. Upon termination under this paragraph, CONTRACTOR shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONTRACTOR. Pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONTRACTOR. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to

CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 13.3 If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If CONTRACTOR fails to perform in the manner called for in this Contract or if CONTRACTOR fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONTRACTOR, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONTRACTOR, COUNTY also shall be entitled to any other equitable and legal remedies that are available.
- 15.3 If COUNTY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.

15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONTRACTOR shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONTRACTOR shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

16. Nondiscrimination

During the term of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

17. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between COUNTY and CONTRACTOR that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONTRACTOR shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONTRACTOR agrees that: CONTRACTOR has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONTRACTOR has the capabilities and resources necessary to perform the obligations of this Contract.

20. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by CONTRACTOR under this contract shall be the exclusive property of the COUNTY and

shall be delivered to COUNTY prior to final payment.

21. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to CONTRACTOR's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, CONTRACTOR shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONTRACTOR shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONTRACTOR represents and warrants to COUNTY that (1) CONTRACTOR has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of CONTRACTOR enforceable in accordance with its terms, (3) CONTRACTOR shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONTRACTOR shall maintain the confidentiality of any of COUNTY's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. CONTRACTOR shall require similar agreements from COUNTY's and/or CONTRACTOR's SUBCONTRACTORS to maintain the confidentiality of information of COUNTY.

CONTRACTOR shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONTRACTOR shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONTRACTOR of the same or any other provision. COUNTY's consent to or approval of any act by CONTRACTOR requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CONTRACTOR, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

32. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

WASCO COUNTY, OREGON

Date: _____

SCOTT HEGE
County Commissioner

Date: _____

Kathy Schwartz
County Commissioner

Date: _____

STEVE KRAMER
County Commissioner

Date: _____

Leah Ferguson

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

Exhibit A: Scope of Work Act-On Marketing

Assist the Prevention Coordinator in overall management of the Act-On online platform. Duties would include the following:

- Update and manage YouthThink website
- Assist in content calendar
- Develop and manage engagement campaign
- Develop and manage event automation campaigns
- Manage monthly newsletter distribution
- Set up lead scoring matrix
- Develop landing pages and forms for event usage

Requirements:

- Must have completed Act-On user training
- Familiar with marketing and social media analytics
- Graphics Design experience
- Blogging and Pod Cast experience
- Flexible schedule

Timelines and project deliverables will be supervised and monitored by the Prevention Coordinator. The successful candidate will work independently and will communicate and coordinate with the Prevention Coordinator and will not have direct contact with program participants. Length of Contract will be through June 30, 2023 and the budget will not exceed

\$16,000.

WASCO COUNTY YOUTH SERVICES

ACT ON MARKETING

PERSONAL SERVICES CONTRACT

This Contract is by and between Wasco County (“**COUNTY**”) and Becca Sanders, DBA as Iteration Evaluation (“**CONTRACTOR**”), to the Assist the Prevention Coordinator in overall management of the Act-On online platform.

A. RECITALS

COUNTY has the need for the services of an organization with particular ability, knowledge and experience as possessed by CONTRACTOR. CONTRACTOR is an established CONTRACTOR of the transitional housing and support services as outlined in the Scope of Work, and has a long standing positive working relationship with several Oregon counties and their Community Corrections departments. COUNTY has determined that CONTRACTOR is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A Scope of Work

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than December 31, 2025, and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

CONTRACTOR shall provide all services and deliver all materials as specified in the attached Exhibit A. All services and materials shall be provided by CONTRACTOR in accordance with the Exhibit in a competent and professional manner.

3. Compensation

3.1 Payment. CONTRACTOR shall serve as the Evaluation/Epidemiologist Consultant for the SAMHSA Partnership for Success Grant. It is understood that within the scope of this position that there are not regular office hours or consistent hours per week or month. The annual scope of work shall not exceed

\$54,000 during a 12-month period.

- 3.2 Payments. COUNTY will review CONTRACTOR's invoice and within ten (10) days of receipt notify CONTRACTOR in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, COUNTY shall pay the invoice amount in full within thirty (30) days of invoice date.

4. CONTRACTOR is an Independent Contractor

CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While COUNTY reserves the right to set the schedule and evaluate the quality of CONTRACTOR's completed work, COUNTY cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work. CONTRACTOR is responsible for all federal and state taxes applicable to compensation and payment paid to CONTRACTOR under the Contract and will not have any amounts withheld by COUNTY to cover CONTRACTOR's tax obligations. CONTRACTOR is not eligible for any COUNTY fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

COUNTY: Debby Jones
Wasco County Youth Services
202 East 5th Street
The Dalles, OR 97058

Tyler Stone, Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

CONTRACTOR: Becca Sanders, Ph.D.
DBA: Iteration Evaluation
PO Box 53
Hood River, Or. 97031



6. Indemnification

To the extent permitted by applicable law, CONTRACTOR shall defend, save, and hold COUNTY harmless and its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, agents or subcontractors under this Agreement. CONTRACTOR shall not be deemed an agent of COUNTY under the Oregon Tort Claims Act.

7. Insurance Requirements

- 7.1 During the term of this Contract, CONTRACTOR shall maintain, at its own expense, Professional Liability Insurance covering any damage caused by error, omission or negligent act related to the CONTRACTOR'S services, with limits not less than \$500,000.00.
- 7.2 Policies shall provide that COUNTY, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages.
- 7.3 All coverages under Section 7.1 shall be primary over any insurance COUNTY may carry on its own.
- 7.4 CONTRACTOR shall be solely responsible for any loss, damage or destruction to its own property and materials used in conjunction with the work or services under this Contract.
- 7.5 CONTRACTOR shall furnish COUNTY with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by COUNTY, CONTRACTOR shall furnish COUNTY with executed copies of such policies of insurance. CONTRACTOR shall furnish COUNTY with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 CONTRACTOR, its subcontractors if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers'

compensation coverage for all subject workers.

- 8.2 CONTRACTOR warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. CONTRACTOR shall indemnify COUNTY for any liability incurred by COUNTY as a result of CONTRACTOR's breach of the warranty under this paragraph.

9. Assignment

CONTRACTOR may not assign any of its responsibilities under this Contract without COUNTY's prior written consent, which consent may be withheld in COUNTY's sole discretion. CONTRACTOR may not subcontract for performance of any of its responsibilities under this Contract without COUNTY's prior written consent, which consent shall not be unreasonably withheld.

10. Labor and Material

CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to COUNTY other than the compensation provided in this Contract.

11. Ownership of Work and Documents

All work performed by CONTRACTOR and compensated by COUNTY pursuant to this Contract shall be the property of COUNTY upon full compensation for that work performed or document produced to CONTRACTOR, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers and grants to COUNTY all rights of reproduction and the copyright to all such documents.

12. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, COUNTY may terminate all or part of this Contract upon determining that termination is in the best interest of COUNTY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONTRACTOR. Upon termination under this paragraph, CONTRACTOR shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) COUNTY has against CONTRACTOR. Pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by CONTRACTOR. COUNTY shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the

delay.

13. Termination for Cause

COUNTY may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- 13.1 If COUNTY funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- 13.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 13.3 If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

14. Termination for Default

Either COUNTY or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If CONTRACTOR fails to perform in the manner called for in this Contract or if CONTRACTOR fails to comply with any other provisions of the Contract, COUNTY may terminate this Contract for default. Termination shall be effected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

15. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- 15.1 If terminated under paragraph 14 by COUNTY due to a breach by CONTRACTOR, COUNTY may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- 15.2 In addition to the above remedies for a breach by CONTRACTOR, COUNTY

also shall be entitled to any other equitable and legal remedies that are available.

- 15.3 If COUNTY breaches this Contract, CONTRACTOR's remedy shall be limited to termination of the Contract and receipt of Contract payments to which CONTRACTOR is entitled.
- 15.4 COUNTY shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 15.5 Upon receiving a notice of termination, and except as otherwise directed in writing by COUNTY, CONTRACTOR shall immediately cease all activities related to the services and work under this Contract. As directed by COUNTY, CONTRACTOR shall, upon termination, deliver to COUNTY all then existing work product that, if the Contract had been completed, would be required to be delivered to COUNTY.

16. Nondiscrimination

During the term of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

17. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between COUNTY and CONTRACTOR that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

18. Compliance with Laws and Regulations

CONTRACTOR shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder.

19. Experience, Capabilities and Resources

By execution of this Contract, the CONTRACTOR agrees that: CONTRACTOR has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. CONTRACTOR has the capabilities and resources necessary to perform the obligations of this Contract.

20. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by CONTRACTOR under this contract shall be the exclusive property of the COUNTY and shall be delivered to COUNTY prior to final payment.

21. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, COUNTY, and its duly authorized representatives shall have access to CONTRACTOR's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, CONTRACTOR shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. CONTRACTOR shall provide full access to these records to COUNTY, and its duly authorized representatives in preparation for and during litigation.

22. Representations and Warranties

CONTRACTOR represents and warrants to COUNTY that (1) CONTRACTOR has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of CONTRACTOR enforceable in accordance with its terms, (3) CONTRACTOR shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

23. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

24. Limitation of Liabilities

COUNTY shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

25. Confidentiality

CONTRACTOR shall maintain the confidentiality of any of COUNTY's information that

has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent CONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. CONTRACTOR shall require similar agreements from COUNTY's and/or CONTRACTOR's SUBCONTRACTORS to maintain the confidentiality of information of COUNTY.

CONTRACTOR shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

26. Force Majeure

CONTRACTOR shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

27. Waivers

No waiver by COUNTY of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by CONTRACTOR of the same or any other provision. COUNTY's consent to or approval of any act by CONTRACTOR requiring COUNTY's consent or approval shall not be deemed to render unnecessary the obtaining of COUNTY's consent to or approval of any subsequent act by CONTRACTOR, whether or not similar to the act so consented to or approved.

28. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

29. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

30. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

31. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

32. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

WASCO COUNTY, OREGON

Date: _____

Kathy Schwartz
County Commissioner

Date: _____

Scott Hege
County Commissioner

Date: _____

Steve Kramer
County Commissioner

Date: _____

Becca Sanders, PhD
DBA: Iteration Evaluation

APPROVED AS TO FORM

Date: _____

KRISTEN A. CAMPBELL
Wasco County Counsel

**COUNTY OF WASCO
PERSONAL SERVICES CONTRACT
Comprehensive Family Services, LLC**

THIS AGREEMENT is between the County of Wasco, an Oregon political subdivision (County), and Comprehensive Family Services, LLC, (Contractor). This Agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the County.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.
- C. The services described below are to be provided by the Contractor in connection with a project identified as follows: The Contractor will be the program coordinator to implement “What’s Strong with You” is a prevention/intervention program developed in partnership with YOUTHTHINK and The Dalles Middle School. This program will identify students with behaviors that are interfering with their education experience and allow them to access services through Comprehensive Family Services, LLC. See Attachment “A” for details.

AGREEMENT

1. Services to be Provided

Contractor shall begin services on February 11, 2018 payment shall not be made for any other services without the written agreement by the County. The Contractor will provide written invoices outlining the hours worked and details including number of students, and types of intervention.

2. Term

This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2019.

3. Compensation

County agrees to pay Contractor at a billable rate of \$56.00 per hour with a total compensation not to exceed \$17,500 for performance of those services described in Attachment “A” inclusive of all parts, materials and supplies, for which payment shall be based upon the following applicable terms:

- a. County will review Contractor’s invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. Payment by County to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor.
- c. Payment by County shall release County from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

4. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. Status of Contractor as Independent Contractor

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

6. Indemnification

Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. Labor and Materials

If Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from County, Contractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due and ending up final payment.

8. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to County in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work

performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

Coverage Limit

General Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Professional Liability	1,000,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the County deems necessary shall include the County as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Method and Place of Submitting Notice, Bills and Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Debby Jones, Prevention Specialist
202 East Fifth Street
The Dalles, OR 97058
Business Phone: 541.506.2673

Contractor:

Jenise Bryan, Program Director
Comprehensive Family Services, LLC
219 W. 15th Street, The Dalles, OR 97058

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

10. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. Ownership of Work Documents

All work performed by Contractor and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

12. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

13. Ownership of Work and Documents

All work performed by Contractor and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

14. Health Insurance Portability and Accountability Act.

- A. If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA Contractor shall comply and cause all Contractors to comply with the following:
- B. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 410-014-0000 et Seq., or County policy.

15. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor.

County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

16. Termination for Cause

County may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- A. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- C. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

- A. If terminated under paragraph 16 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- D. County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

- E. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

17. Nondiscrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

19. Compliance with Laws and Regulations

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: a) All applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; b) All state laws governing operation of Addictions and Community Mental Health Programs; c) All state laws requiring reporting of Client abuse; d) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

20. Experience, Capabilities and Resources

By execution of this Contract, the Contractor agrees that: Contractor has the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract. Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

21. Documents

All work in its original form, including, but not limited to, documents, notes, papers, computer programs, diaries, recordings and reports performed or produced by Contractor under this contract shall be the exclusive property of the County and shall be delivered to County prior to final payment.

22. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives

shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

23. Representations and Warranties

Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

24. Attorney Fees

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

25. Confidentiality

Contractor shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County's and/or Contractor's subcontractors to maintain the confidentiality of information of County.

Contractor shall ensure that patient's privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the HIPPA confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other state or federal regulations governing privacy and confidentiality.

27. Force Majeure

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

28. Waivers

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County's consent to or approval of any act by Contractor requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's

consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

29. Severability

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

30. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

31. Integration

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

32. Amendments

This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reducing to writing and signed by both parties as below.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

34. Compliance with Oregon Tax Laws

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

**WASCO COUNTY
BOARD OF COMMISSIONERS**

Comprehensive Family Counseling

Kathleen B. Schwartz, Commission
Chair

Jensie Bryan, Program Director

Steven D. Kramer, Vice-Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell, County Counsel

September 8, 2022

Dear Ms. Jones,

We thank you for the opportunity to amend our current agreement to continue to provide training consultation and technical assistance to groups and organizations in Wasco County. This document proposes a fourth amendment to the current contract signed January 20, 2021 to extend NORC's work with YouthThink.

The price for this effort is \$46,550 to be paid in two installments of \$23,275 by February 15, 2023 and September 15, 2023. The period of performance will run from September 16, 2022 through September 15, 2023.

It is hereby agreed that the services agreed pursuant to this letter do not create an employment relationship of any kind between you and NORC. Both parties agree to indemnify the other against any and all losses and liabilities for injury to person and/or property, including reasonable attorney's fees for the defense thereof, arising from such indemnifying party's actions or omissions under this agreement, from any breach or default on the part of such indemnifying party in the performance of any covenant or agreement hereunder, and from any act of negligence of such party and that of its agents, servants, employees, and/or contractors. In case of any action or proceeding brought against the indemnified party by reason of any such claim, the indemnifying party covenants to defend such action or proceeding, including appeals therefrom, with counsel reasonably acceptable to the indemnified party. This letter, along with Addendum B – General Provisions to Wasco County Personal Services Agreement, contain the only terms and conditions of the agreement between the parties, and it replaces all prior proposals, contracts and understanding, whether verbal or in writing, and all other communications that you may have had with NORC in relation to the purpose of this letter. In no event will NORC's aggregate liability exceed the fees paid to NORC under this agreement.

If we can count on your participation and you are fully satisfied with the terms and conditions of this letter-agreement, please sign below, and return it via email to Tracy McPherson at mcperson-tracy@norc.org and Hildie Cohen at cohen-hildie@norc.org.

Signed this 9th day of September 2022.

Sincerely,

Caitlin Oppenheimer

Accepted by:

Wasco County

National Opinion Research Center

Scott C. Hege, Chair
Wasco County Board of Commissioners

Caitlin Oppenheimer
Senior Vice President, Public Health

_____(Date)

_____(Date)

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

_____(Date)

NORC Scope of Work – What’s Strong with You Project, Year 3

Training Consultant

NORC will continue to assist YouthThink in designing and implementing a customized training plan that includes technical assistance, training materials, and training manuals for adolescent health care delivery sites to use when integrating SBIRT into their workflows. Based on the training plan designed in years 1 and 2, NORC will continue to work with YouthThink in year 3 to assist sites in their SBIRT implementation. Exhibit 1 displays the estimated budget for these activities.

NORC will do the following regarding Training Consultation:

1. Project leadership: NORC will coordinate at least one meeting per month with YouthThink leadership to discuss project progress and training design.
2. Customized trainings: NORC will work with YouthThink and sites to customize training to align with implementation site needs, service delivery model, and workflows.
 - Building from year 1 and 2 activities, NORC will prepare for and attend up to 6 meetings with SBIRT Champions or other project personnel to assess the training needs. This task includes providing meeting summaries and any resources/materials.
3. NORC will deliver one Teen Intervene full-day workshop and one train the trainer workshop. Both will be delivered in person by NORC Consultant, Ken Winters, in September 2022.
 - As part of a package of training resources, NORC will offer free access to two online training simulations through 8/15/23. NORC will offer up to 20 licenses total for the project.
 - NORC will also offer up to 10 hard-copies of the Learner’s Guide to Adolescent SBIRT. Electronic copies will be provided at no cost.
 - NORC will conduct up to 2 training follow up sessions (i.e., training technical assistance) for each group for a total of four meetings. These meetings assume a very low effort of preparation for NORC. Attendees will come with questions and topics to discuss, much like an “office hours” session.
4. In-person trainings: NORC will conduct two trainings in person as a follow-up to the speaking engagement with Johann Hari (i.e., Chasing the Scream Ted Talk presenter). The trainings will consist of one day overview of SBIRT with opportunities for demonstration, practice, and discussions of how to implement the model in various settings. NORC will offer one day of training for the general public and one day devoted to law enforcement with role plays and scenarios customized to their unique challenges.
 - Dr. Winters will assist with the development of the training with at least one co-facilitator.
 - NORC will work with YouthThink to offer CE credits for training, if needed. NORC is not a CE provider but can assist YouthThink with completing CE applications. NORC can produce certificates of completion with pertinent CE credit information provided by YouthThink for training participants.
5. NORC will assist in the design and review of training and implementation plans based on the needs of YouthThink and SBIRT Champions.
6. NORC will work with YouthThink and other SBIRT Champions to outline a plan to host up to two technical assistance sessions on special topics (e.g., ACEs) in year 4.
7. NORC and YouthThink will identify and assess the needs of up to three implementation sites who may be interested in implementing SBIRT, Teen Intervene, and/or interested in technical assistance on special topics (e.g., ACEs). The exact number of sites will be determined by interest and available resources.

8. NORC will conduct a foundational webinar training (virtual format) and provide an introduction to SBIRT and the evidence behind its widespread use and adoption in the area of adolescent substance use.
9. NORC will work with YouthThink to design a plan to create up to three supplemental materials to aid sites in implementing SBIRT with adolescents.
 - Example - Customized BNI algorithm/checklist:
 - <https://sbirt.webs.com/BNI%20Adolescent%20Bilingual-ADOLESCENT-ALGORITHM 3.15.11.pdf>
 - <https://sbirt.webs.com/BNI%20Adolescent-BNI Scoring-1.19.11.pdf>

Exhibit 1: Year 3 Estimated Budget for “What’s Strong With You”

Task	Total
Training Consultant	
1. Coordinate at least one meeting per month with YouthThink leadership to discuss project progress and training design and one biweekly internal NORC meeting.	\$ 1,800.00
2. Prepare for and attend up to 6 meetings with SBIRT Champions or other project personnel to assess the training needs. This includes providing meeting summaries and any resources/materials.	\$ 8,800.00
3. Conduct up to 2 in-person Teen Intervene trainings and one train the trainer training. This includes providing copies of the Learner’s Guide to Adolescent SBIRT for a maximum of 10 SBIRT Champions and up to 20 licenses for the Kognito SBI with Adolescents simulation training program.	\$ 8,400.00
4. NORC will develop and conduct two trainings in person with up to two facilitators as a follow-up to the speaking engagement with Johann Hari.	\$ 9,000.00
5. Assist in the design and review of training and implementation plans based on the needs of YouthThink and SBIRT Champions.	\$ 550.00
6. Develop a plan to host up to two virtual technical assistance sessions on special topics (e.g., ACEs).	\$ 1,000.00
7. Identify and assess the needs of up to three implementation sites who may be interested in implementing SBIRT, Teen Intervene, and/or interested in technical assistance on special topics (e.g., ACEs).	\$ 3,400.00
8. Design content and conduct a foundational webinar training (virtual format) to provide an introduction to SBIRT and the evidence behind its widespread use and adoption in the area of adolescent substance use.	\$ 3,500.00
9. Design an outline for up to three supplemental materials to aid sites in implementing SBIRT with adolescents.	\$ 1,000.00
Subtotal Training Consultation	\$ 37,450.00
Administrative	
1. Administrative management fees (e.g., scheduling, contracting, financial management, project management)	\$ 9,100.00
Total Y3 Estimated Budget	\$ 46,550.00

YOUTHTHINK Wasco County

Start January 5, 2023

Service Summary

Youth Needs Assessment: Phase One

Project Management

Ten hours of consulting on project management.

Services may include:

1. **Relationship-building with partner organizations**
2. **Regular communication with partner organizations and project stakeholders (including check-in meetings)**
3. **Research on past/similar assessments.**
4. **Analysis of past/similar assessments.**
5. **Creation and oversight of work plan, including with dates and deadlines, locations and management of Zoom rooms, and goals and benchmarks.**

Listening Session Management

Consulting to complete three listening sessions for YouthThink's Youth Needs Survey for Wasco County.

Services may include:

1. **Building of youth leadership team.**
2. **Creation of listening sessions plan, including recruitment plan and tasks, and partner outreach.**
3. **Facilitation of listening sessions, including asking questions, taking notes on responses, summarizing responses appropriately, and submitting data for analysis.**

Fees include:

Listening session facilitators: \$1000 per listening session x three sessions = \$3,000

Listening session participant stipend: \$25/youth. If 10 youth attend each session and there are three sessions total, that's \$750.

Youth Survey Management

Consulting to complete survey process of YouthThink's Community Needs Survey for Wasco County.

Services may include:

1. **Creation of survey questions, including presentation of draft questions to stakeholder group and integration of edits.**
2. **Creation of survey distribution plan, including recruitment strategy with incentives.**
3. **Publication of survey online.**

4. **Management/oversight of survey completion, including regular updates to stakeholder group and recruitment adjustments based on success of outreach efforts.**
5. **Management of translation process, if needed.**

Fees include:

10 hours for survey creation, distribution, management and oversight, and promotion: \$2500

Incentives for survey completion (10 gift cards at \$20 each): \$200

Data Analysis and Authoring of Final Report

Consulting hours to complete final report for YouthThink's Community Needs Survey for Wasco County.

Services may include:

1. **Analysis of listening session data gathered.**
2. **Analysis of survey data gathered.**
3. **Write-up of findings from data gathered.**
4. **Draft report outline for feedback from stakeholders.**
5. **Integration of edit requests and suggestions from stakeholders.**
6. **Final report creation.**
7. **Layout of final report.**
8. **Assist with digital publishing of final report.**

Fees include:

10 hours of report writing (analysis of survey, analysis of listening sessions, writings of draft, edits from Client, final report writing, report layout and export to final format): \$2500



Payment Schedule

----- Youth Needs Assessment: Phase One -----

\$11,449.00		
Project Management		\$2,500.00
Listening Session Management		\$3,750.00
Youth Survey Management		\$2,700.00
Data Analysis and Authoring of Final Report		\$2,499.00
Billed today		

Service Terms and Conditions

Project Management

Service item includes ten hours of project management at \$250/hour, to be paid upfront and performed over the duration of the contract.

Consultant will perform no fewer than ten hours of project management for contract.

Consultant agrees not to bill for hours above ten, unless agreed to in writing by Client.

Listening Session Management

Service agreement covers up to three listening sessions, performed in person or virtually during the course of the contract.

Consultant agrees to perform up to three listening sessions with up to 10 participants in each session.

Youth Survey Management

Consultant agrees to perform no fewer than ten hours of work managing the youth needs survey.

Consultant agrees not to bill Client for hours spent in excess of ten hours on this service without explicit written approval from Client.

Data Analysis and Authoring of Final Report

Consultant agrees to spend not less than ten hours on the final report process of this contract.

Consultant agrees not to bill Client for excess hours spent on project without explicit approval in writing from Client.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “A” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Collaborate Consulting, LLC (“Contractor”) dated 10/24, 2022 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
2. Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules.
3. Non-Assignability. Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
4. Independent Contractor. Contractor certifies that:
 - a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
 - b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
 - c. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.
5. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

County:

Wasco County
Attention: Administrative Officer
511 Washington Street, Suite 101
The Dalles, OR 97058
Business Phone: 541-506-2550

Contractor (*See address on Agreement if blank*):

Collaborate Consulting, LLC
1124 NE 72nd Ave.
Portland, OR 97213

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

6. Modifications in Writing. The Agreement is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of the Agreement shall be effective unless and until it is

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

made in writing and signed by both parties.

7. Ownership of Work Documents. All work performed by Contractor and compensated by County pursuant to the Agreement shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

8. Labor and Material. Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to County other than the compensation provided in the Agreement.

9. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

10. Termination for Cause. County may terminate the Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- a. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. The Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under the Agreement or are no longer eligible for the funding proposed for payments authorized by the Agreement.
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by the Agreement is for any reason denied, revoked, or not renewed.

11. Termination for Default. If Contractor fails to perform in the manner called for in the Agreement or if Contractor fails to comply with any other provisions of the Agreement, County may terminate the Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance as set forth in the Agreement.

12. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:

- a. If terminated under paragraph 11 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- b. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- c. If County breaches the Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of contract payments to which Contractor is entitled.
- d. County shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

- e. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.
13. Nondiscrimination. During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.
14. Governing Law; Jurisdiction; Venue. The Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between County and Contractor that arises from or relates to the Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.
15. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.
16. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.
17. Access to Records. For not less than three (3) years after the expiration of the Agreement and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Contractor’s books, documents, papers, and records that are pertinent to the Agreement. If, for any reason, any part of the Agreement is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.
18. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of the Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
19. Attorney Fees. In case a suit or action is instituted to enforce the provisions of the Agreement, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.
20. Confidentiality. Contractor shall maintain the confidentiality of any of County’s information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County’s and/or Contractor’s subcontractors to maintain the confidentiality of information of County.
21. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its

ADDENDUM “A” – GENERAL PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

22. Waivers. No waiver by County of any provision of the Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County’s consent to or approval of any act by Contractor requiring County’s consent or approval shall not be deemed to render unnecessary the obtaining of County’s consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

23. Severability. Any provisions of the Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

24. Headings. The captions contained in the Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

25. Integration. The Agreement, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by the Agreement.

26. Amendments. The Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to the Agreement shall be effective only when reducing to writing and signed by both parties as below.

27. Authority. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

THIS ADDENDUM “B” is made a part of that certain agreement between Wasco County, an Oregon political subdivision (“County”), and Collaborate Consulting, LLC (“Contractor”) dated 10/24, 2022 (the “Agreement”). The following terms are hereby incorporated into the Agreement:

1. Indemnification. Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney’s fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in the Agreement, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor’s indemnification shall also cover claims brought against the County under state or federal workers’ compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

2. Insurance. Contractor shall provide all insurance called for below under the heading “Insurance Coverage Required.” As evidence of the insurance coverages required by the Agreement, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under the Agreement shall be obtained from insurance companies authorized to do business in the State of Oregon.

3. Insurance Coverage Required. Contractor shall not commence any work until Contractor obtains, at Contractor’s own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the Agreement will be:

- a. **COMMERCIAL GENERAL LIABILITY** insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.
- b. **AUTOMOBILE LIABILITY** insurance coverage with a combined single limit of not less than \$500,000 for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under the Agreement. Commercial Automobile Liability is required for contractors that own

ADDENDUM “B” – INSURANCE PROVISIONS
to
WASCO COUNTY PERSONAL SERVICES AGREEMENT

business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- c. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY** as statutorily required for persons performing work under the Agreement. Any subcontractor hired by Contractor shall also carry Workers’ Compensation and Employers’ Liability coverage.
- d. **ADDITIONAL INSURED PROVISIONS.** The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to the Agreement.
- e. **NOTICE OF CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days’ notice of cancellation to the County.
- f. **CERTIFICATES OF INSURANCE.** As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the County. No contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the above address no less than 10 days prior to coverage expiration.
- g. **PRIMARY COVERAGE CLARIFICATION.** The parties agree that Contractor’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

The procuring of required insurance shall not be construed to limit Contractor’s liability under the Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with the Agreement.



MOTION

SUBJECT: Youth Think Agreements

ACT ON MARKETING MANAGEMENT CONTRACT: I move to approve the Act On Marketing Management Contract between Wasco County and Leah Ferguson.

ACT ON MARKETING PERSONAL SERVICES CONTRACT: I move to approve the Act On Marketing Personal Services Contract between Wasco County and Iteration Evaluation.

COMPREHENSIVE FAMILY SERVICES CONTRACT: I move to approve the contract between Wasco County and Comprehensive Family Services.

NORC LETTER OF AGREEMENT: I move to approve the Letter of Agreement between Wasco County and the National Opinion Research Center at the University of Chicago.

YOUTH NEEDS ASSESSMENT PROPOSAL: I move to approve the proposal from Collaborate Consulting for Phase One of a Youth Needs Assessment.



AGENDA ITEM

Executive Session

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)

[PURSUANT TO ORS 192.660\(2\)\(H\) CONSULTING WITH LEGAL COUNSEL](#)
